Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-34-14

CONSULTING SERVICES FOR NEPA REVIEW AND COMPLIANCE WITH SECTION 106 FOR THE OLD POMPANO AREA IMPROVEMENTS

RLI OPENING: APRIL 18, 2014, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

March 20, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
T-34-14

CONSULTING SERVICES FOR NEPA REVIEW AND COMPLIANCE WITH SECTION 106 FOR THE OLD POMPANO AREA IMPROVEMENTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional Engineering and Planning firms to submit proposals, qualifications and experience for the preparation of the required documentation and public participation process in compliance with National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (Section 106) for the project known as Old Pompano Area Improvements.

The City will receive sealed proposals until **2:00 p.m. (local), April 18, 2014** in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City of Pompano Beach, Florida is an Equal Opportunity and Affirmative Action Employer. Minority-and-Women-owned firms are encouraged to submit statement or proposals. This project is (funded or partially funded) through the Community Development Block Grant Program with federal funds provided by the U.S. Department of Housing and Urban Development.

Introduction

1. Project Description

The City intends to issue a single contract to an engineering or planning consulting firm to provide professional consulting services in compliance with NEPA and Section 106 for Old Pompano Infrastructure Improvements for the project described below.

The infrastructure will service the contiguous low and moderate-income residential neighborhoods surrounding the three project areas. The infrastructure improvements are consistent with the Dixie East Transit Oriented Development Plan, which the City has adopted.

Each street in the project area will receive roadway improvements; water, sewer and reclaimed water utility improvements; signing and pavement markings; new landscaping and irrigation, and new lighting.

In addition, N.E. 1st Street will have its number of traffic lanes reduced and N.E. 2nd Avenue and N.E. 3rd Street will have chronic drainage problems repaired. The total project cost is approximately $6.1 million of which Section 108 will fund $4.3 million. CRA funds will finance the remainder of the budget. Map Attached.

2. Scope of Services

A. Prepare an Environmental Assessment in accordance with HUD NEPA regulations and guidance:

1. Characterize the significance of the potential effects of the proposed action, such as environmental, transportation, cultural resources and social impacts.
2. Compile relevant data to address impact areas.
3. Document sources to support findings, including names, dates of contact, telephone numbers, and page references.
4. Describe alternatives to the proposed action that have been considered, including the no action alternative.
5. Identify recommended conditions and mitigation measures, if necessary.
6. Complete the required consultation with applicable local, state and federal agencies and provide source documentation.
7. Assist the City with the self-certification process, including compliance with public participation requirements.

B. Inventory Historical and Archaeological resources as follows:

1. Identify historic and archaeological resources within the project area, including properties included in the Florida Master Site File; and the National Registers of Historic Places.
2. Describe the proposed project in detail.
3. Identify state and federal agency actions.
4. Assist the City with the completion of the required resource documentation.
5. In the event that the Florida State Historic Officer determines that the project will result in an “adverse effect” prepare a Memorandum of Agreement detailing mitigation measures.

C. Prepare Notice of Floodplain / Wetland Environmental Evaluation in accordance with 24 CFR Part 55 and conduct a 5-step process including:

1. Review public notice prepared by the City of Pompano Beach prior to publication.
2. Identify and evaluate practicable alternatives to locating the proposed action in a floodplain.
3. Identify the potential direct and indirect impacts associated with the occupancy or modification of the floodplain.
4. Where practicable, recommend modifications to minimize the potential adverse impacts within the floodplain.
5. Prepare final public notice for publication.

During the project’s contract, the selected Consultant will attend all required meetings without additional compensation. In addition, the Consultant will meet with the Office of Housing and Urban Improvement staff at the start of the project and as necessary throughout the project to review recommendations and project status.

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding <u>must return</u> a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and twelve (12) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Interest:
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers

- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:
Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:
Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel
Include resumes for key personnel for prime and subconsultants.

References:
References for past three (3) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:
Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

6. <u>Insurance</u>

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. <u>Worker's Compensation Insurance</u> covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control

and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

		LIMITS OF LIABILITY	
	Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE***			
	* Policy to be written on a claims incurred basis		
XX	comprehensive form		
XX	premises - operations	bodily injury	
__	explosion & collapse hazard	property damage	
__	underground hazard	_____	
__	products/completed operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property damage	combined _____	
XX	independent contractors		
XX	personal injury	personal injury	
AUTOMOBILE LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE***			
		bodily injury (each person)	
XX	comprehensive form	bodily injury (each accident) _____	_____
XX	owned	property damage _____	_____
XX	hired	bodily injury and	
XX	non-owned	property damage combined	
REAL & PERSONAL PROPERTY			
XX	comprehensive form	Consultant must show proof they have this coverage.	

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	$2,000,000.	$2,000,000.

XX	**PROFESSIONAL LIABILITY**	$2,000,000.	$2,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

Criteria	Point Range
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City e. Litigation within the past 5 years arising out of firm's performance	0-30
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-20
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10
4. Technical approach to perform the tasks described in the Scope of Services: a. Level of effort	0-30

b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control

5.	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
	Total	**0-100**

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by

applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER T-34-14

Federal I.D.#_____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: T-34-14 Contractor's Name: _____

Name of Firm	Contact Person, Telephone Number	Type of Work to be Performed	Contract Amount/Percentage

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI #_____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: T-34-14 Prime Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed	Contract Amount

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #T-34-14

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____