



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
T-36-14**

**OWNER'S REPRESENTATION FOR CONSTRUCTION  
OF THE PIER PARKING GARAGE**

**RFP OPENING: APRIL 29, 2014, 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

T-36-14

OWNER'S REPRESENTATION FOR CONSTRUCTION OF THE PIER PARKING GARAGE

The City is seeking proposals from qualified firms to provide Owner's Representation Services to the City for Construction of a 500-car parking garage at the Pompano Pier.

The City will receive sealed proposals until **2:00 p.m. (local), April 29, 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.

**Introduction**

The City of Pompano Beach has recently organized its parking system and created a Parking Enterprise Fund. In addition, the City's Community Redevelopment Agency (CRA) has made substantial investments in the improvement of Pompano Beach Boulevard, the Beaches, Atlantic Boulevard and the overall East CRA area. A developer has been chosen to redevelop the existing Pier Parking Lot into commercial uses, and as part of that effort, the City is proceeding with construction of a multi-level parking garage to replace the parking that will be replaced by the redevelopment. An RFP was issued in late 2013 to select a design build (D/B) team to deliver the garage to the City. The D/B team is expected to commence construction on or about March 2015. An Owner's representative will assist with the execution of the garage construction.

**1. Scope Of Services**

This RFP covers services necessary to represent the City in the planning, design, and construction administration of the new garage. At its option, the City may choose to extend this agreement to additional garages that may be planned in the future, subject to City Commission approval.

**2. Tasks/Deliverables**

The agreement will be modeled after the American Institute of Architects Form B142 Document, with general work categories as follows:

- A. Project Administration Services
- B. Data Gathering Services
- C. Programming and Planning Management Services
- D. Project Criteria Development Services
- E. Budgeting and Cost Estimating Services
- F. Design-Build Procurement Services
- G. Consulting Services/Final Design Docs by Design-Builder

- H. Consulting Services re: Final Design Docs Prepared by D/B
- I. Consulting Services in connection with Construction of Project
- J. Post Contract Completion
- K. Other Services (coordination and outreach to existing tenants)

More specifically, the services as described in the AIA B142 which are to be included in the cost proposal are:

**Owner's Representation Services**  
**(x) indicates the task is included**

<b>Article B.1</b>	<b>Scope of Services</b>
B.1.1	Consultant Provides Checked (X) Services
<b>Article B.2</b>	<b>Project Administration Services</b>
B.2.1	X Project Administration
B.2.2	X Discipline Coordination
B.2.3	X Owner-Supplied Date Coordination
B.2.4	X Agency Consultation/Review/Approval
B.2.5	X Schedule Development/Monitoring
B.2.6	X Submissions to Owner
B.2.7	X Presentations
B.2.8	Other Administrative Services
<b>Article B.3</b>	<b>Data Gathering Services</b>
B.3.1	Explanation of Data Gathering Services
B.3.2	X Extent and Detail
B.3.3	X Additional Data, not required, but relevant
B.3.4	X Preparation of Draft Data Gathering Report
B.3.5	X Preparation of Final Data Gathering Report
B.3.6	Site Investigation
B.3.7	Site Surveying
B.3.8	Environmental Studies & Reports
B.3.9	Geotechnical Studies & Reports
B.3.10	Existing On-Site Utilities Survey
B.3.11	Existing Off-Site Utilities Survey
B.3.12	Existing Facilities Survey
B.3.13	X Identification of Reviewing Agencies/Groups
B.3.14	X Identification of Applicable Regulations
B.3.15	Marketing Studies
B.3.16	Economic Feasibility Studies
B.3.17	Project Financing Studies
B.3.18	Other Data-Gathering Services
<b>Article B.4</b>	<b>Programming and Planning Services</b>
B.4.1	After Acceptance Details
B.4.2	X Review of Planning & Programming Req's.
B.4.3	X Preparation of Draft Program Document
B.4.4	X Preparation of Final Program Document
B.4.5	Space Adjacencies/ Flow Diagrams
B.4.6	Site Analysis and Selection
B.4.7	Site Development Planning
B.4.8	Detailed Site Utilization Studies

B.4.9		Off-Site Utility Studies
B.4.10	X	Other Programming & Planning Services
<b>Article B.5</b>		<b>Project Criteria Development Services</b>
B.5.1	X	Preparation of Draft Project Criteria Docs.
B.5.2	X	Preparation of Final Project Criteria Docs.
B.5.3	X	Revisions to Project Criteria Docs.
B.5.4	X	Narrative of Program Requirements/Objectives
B.5.5	X	Narrative of Design Goals & Objectives
B.5.6	X	Project Concept Diagrams & Docs.
B.5.7	X	Performance Specifications
B.5.8		Detailed Criteria For:
B.5.8.1	X	Project Use
B.5.8.2	X	Project Space Requirements
B.5.8.3	x	Building System Requirements
B.5.8.4	x	Building Materials Requirements
B.5.8.5	x	Equipment Requirements
B.5.8.6	X	Project Schedule
B.5.8.7	X	Project Phasing
B.5.8.8		Project Performance Requirements
B.5.8.9	X	Project Expandability Requirements
B.5.8.10		Project Flexibility Requirements
B.5.8.11		Energy Requirements
B.5.8.12		MBE/WBE/DBE Other Similar Requirements
B.5.8.13		Architectural Design
B.5.8.14		Structural Design
B.5.8.15		Mechanical Design
B.5.8.16		Electrical Design
B.5.8.17		Fire Protection Design
B.5.8.18		Civil Design (BY OWNER)
B.5.8.19		Landscape Design (BY OWNER)
B.5.8.20		Interior Design
B.5.8.21		Code Analysis
B.5.8.22		Accessibility Analysis
B.5.8.23		Other Detailed Criteria
B.5.8.24		Other Project Criteria Development Services
<b>Article B.6</b>		<b>Budgeting And Cost Estimating Services</b>
B.6.1		For Basis of Cost Estimating
B.6.2	X	Contingencies Regarding Cost
B.6.3	X	Adjustment For Changes see:B.2.5
B.6.4	X	Preliminary Estimate
B.6.5	X	Updated Estimate
B.6.6	X	Advise on Adjustments to Previous Estimates
B.6.7		Recommendation to Adjust Project Parameters
B.6.8		Cost Research/Advice
B.6.9	X	Budget Development Services
B.6.10		Cost Plan Development
B.6.11		Value Analysis Services
B.6.12		Life Cycle Cost Analysis
B.6.13		Other Budgeting/Cost Estimating Services
<b>Article B.7</b>		<b>Design-Build Procurement Services</b>

- B.7.1 X Advise on Selection Process/Evaluation Criteria
- B.7.2 X Advise on Contract Type
- B.7.3 X Advise on Contract Form and Conditions
- B.7.4 Identify Proposer Criteria/Qualifications
- B.7.5 Proposer List
- B.7.6 X Evaluations of Proposers
- B.7.7 X Recommendation of Selected Proposers
- B.7.8 X Determination of Proposal Submission Requirements
- B.7.9 X Preparation of Request For Proposals
- B.7.10 X Reproduction and Distribution of Proposal Docs
- B.7.11 X Maintain Distribution/Deposit/Retrieval Log
- B.7.12 X Respond to Questions Regarding Criteria Intent
- B.7.13 X Evaluate Requests for Project Criteria Modifications
- B.7.14 X Preparation/Distribution of Addenda
- B.7.15 X Attend Proposers Conference
- B.7.16 X Evaluation of Proposals
- B.7.17 X Recommendation of Selected Proposal
- B.7.18 X Design-Build Contract Award
- B.7.19 Other Design-Build Procurement Services
- Article B.8 Consulting Services/Final Design Docs by Design-Builder**
- B.8.1 X Respond to Questions regarding Criteria Intent of Docs.
- B.8.2 X Review Docs Prepared by Design-Builder
- B.8.3 X Recommendations for Payment
- B.8.4 X Advise and Consult with the Owner
- B.8.5 X Attend and Participate at Project Meetings
- B.8.6 Other Consulting Services
- Article B.9 Consulting Services re: Final Design Docs Prepared by D/B**
- B.9.1 X Respond to Questions regarding Intent of Criteria docs
- B.9.2 X Review Docs Prepared by Design-Builder
- B.9.3 X Recommendations for Payment
- B.9.4 X Advise and Consult with the Owner
- B.9.5 X Attend and Participate at Project Meetings
- B.9.6 Other Consulting Services
- Article B.10 Consulting Services in connection with Construction of Project**
- B.10.1 X Respond to Questions
- B.10.2 X Review Docs Prepared by Design-Builder previously reviewed
- B.10.3 X Site Visits for Selected Purposes
- B.10.4 X Recommendations for Payment
- B.10.5 X Substantial Completion and Final Completion Inspections
- B.10.6 X Recommendation for Final Payment
- B.10.7 X Advise and Consult with the Owner
- B.10.8 X Attend and Participate at Project Meetings
- B.10.9 Other Consulting Services
- Article B.11 Post Contract Completion**
- B.11.1 X Attend Meetings
- B.11.2 X Administer Remedial Work of Design-Builder
- B.11.3 X Warranty Review Services
- B.11.4 X Post-Contract Completion Evaluation Services
- B.11.5 X Advise and Consult with the Owner
- B.11.6 Other Post-Contract Completion Services

<b>Article B.12</b>		<b>Other Services</b>
B.12.1		Special Studies
B.12.2	X	Tenant-Related Services
B.12.3	X	Project Promotion/Public Relations
B.12.4		Leasing Brochures
B.12.5		Special Furnishings Design
B.12.6		Furniture, Fixtures and Equipment Services
B.12.7		Special Disciplines Consultation
B.12.8		Special Building Type Consultation
B.12.9		Fine Arts and Crafts Consultation
B.12.10		Graphic Design Services
B.12.11		Renderings
B.12.12	X	Model Construction (Update existing model)
B.12.13		Still Photography
B.12.14		Audio-Video Services
B.12.15		Computer Animation Services
B.12.16		Energy Studies
B.12.17		Quantity Surveys
B.12.18		Other Services
<b>Article B.13</b>		<b>Description of Services-Contingency</b>

**3. Term of Contract**

The contract term is estimated to be 30 months commencing upon the approval of the Owner's Representation contract until the completion of the garage including warranty items after issuance of a Certificate of Occupancy (C.O.). The Owner's Representation contract should commence on or before June 1, 2014. Project completion is estimated for November 30, 2016, including warranty period.

**4. 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](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.**

**5. 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 bid 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/business\\_tax\\_receipt\\_division.html.php](http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php)

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.**

**6. Required Proposal Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound and twelve (12) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, 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). 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 Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

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

**References:**

Submit a client reference list (not less than 3 references for work performed in the last 5 years), including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

**7. Insurance**

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. Worker's Compensation Insurance 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
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**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	
XX explosion & collapse hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance		
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

**AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE**

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage combined	
XX non-owned		

**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.
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XX	<b>PROFESSIONAL LIABILITY</b>		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			
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The certification or proof of insurance must contain a provision for notification to the City 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.

**8. 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.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	<b>Experience and Expertise</b> Previous related work experience and qualifications in the subject area (prefer garage construction or development for public sector clients) of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-30
2.	<b>References</b> History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-10
3.	<b>Resources and Methodology</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-20
4.	<b>Cost</b> Including the overall project-task budget and itemized cost breakdowns.	0-40
	<b>Total</b>	<b>0-100</b>

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 RFP, 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Contract Terms**

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

The contract shall include as a minimum, the entirety of this RFP 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.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, 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.

**17. Survivorship Rights**

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

**18. Termination**

The contract resulting from this RFP 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 RFP 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.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP 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 RFP 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.

**20. Acceptance Period**

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

**21. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to 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 RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

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

The City reserves the right to postpone or cancel this RFP, 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.

## **22. Standard Provisions**

### **a. Governing Law**

Any agreement resulting from this RFP 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.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

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 RFP. 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. 3<sup>rd</sup> 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.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

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.

**23. Questions and Communication**

All questions regarding the RFP 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](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number and RFP 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.

**24. 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.

**PROPOSAL SIGNATURE PAGE**  
**RFP T-36-14, OWNER'S REPRESENTATION FOR CONSTRUCTION OF THE PIER**  
**PARKING GARAGE**

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_