



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR QUALIFICATIONS  
L-15-16**

**CONSTRUCTION MANAGEMENT AT RISK CONTRACT  
SERVICES FOR CITY OF POMPANO BEACH  
FISHING PIER**

**RFQ OPENING: February 16, 2016 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

January 15, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS  
L-15-16

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR  
CITY OF POMPANO BEACH FISHING PIER

The City is seeking proposals from qualified firms to provide construction management at risk contract services to the City for the City of Pompano Beach Fishing Pier.

The City will receive sealed proposals until **2:00 p.m. (local), February 16, 2016**, 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.

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**SECTION I - RFQ SCHEDULE**

RFQ Issued:	01/15/2016
Deadline for Questions:	02/08/2016
RFQ Opening:	02/16/2016
Evaluation of Proposals (estimated)	02/24/2016
Evaluation of Presentations (estimated if required)	03/09/2016
Commission Approval of Highest Ranked Firm (estimated)	03/22/2016

## **SECTION II INTRODUCTION**

### **1. General**

The City of Pompano Beach Public Works Department (CITY) has identified major projects and programs within the CITY boundaries with the goal to make the City more attractive to residents, visitors and tourists and promote economic growth and activity as detailed in the City's Strategic Plan.

The intent of this Request for Qualifications (RFQ) is to select the most qualified firm based on selection committee recommendations and City Commission approved ranking, with whom to negotiate a Guaranteed Maximum Price (GMP) Agreement and enter into a Construction Manager at Risk (CMAR) Contract to carry out Construction Manager at Risk (CMAR) duties to construct a new Fishing Pier.

The CITY, as part of the City's Capital Improvement Program and Strategic Plan, are providing for the renovation and replacement of existing facilities and the construction of new facilities within the City. The proposed improvements include, but are not restricted to, structural replacement of an existing +/-1000 LF fishing pier, addition of pedestrian lighting, educational placards and signage, shade structures, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping, and other improvements outlined in the final construction plans. The proposed improvements may not occur at the same time, but may be phased as necessary.

Construction drawings and specifications for the project will be provided by the City to the awarded firm to develop a GMP and Construction Manager at Risk contract accordingly, on an as needed basis as determined by the City.

### **2. Eligibility**

Due to the requirement that the Contractor need to be readily available for meetings, discussions and tours within the areas of responsibility, it will be necessary for any proposers to have an office physically located within the tri-county areas of Miami-Dade, Broward, and Palm Beach County. This office must be an active facility from which consultant services are routinely provided and not merely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The CITY reserves the right to inspect any facility designated by the proposer to insure that it complies with this section.

### **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, particularly Pompano Beach-based firms. 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).

**The City has set a 15% 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/index.php/pages/dev\\_scv\\_btr/btr](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr).

**The City has set a 15% voluntary Local Business goal for this project. Local Business program 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.**

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. Contract Award**

Upon successful competitive negotiations with the selected Construction Management Firm, an individual Construction Management at Risk contract will be developed for this project including a Guaranteed Maximum Price (GMP) and construction schedule. Construction shall not commence until Notice to Proceed (NTP) is issued by the City.

## **6. The Project**

Work to be accomplished under this contract is related, but not limited to the replacement of a Fishing Pier which construction costs is expected to exceed \$2,000,000.00 subject to Staff's recommendations and City Commission's approval.

## **7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the City of Pompano Beach Risk Manager. 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/\$2,000,000 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	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE**

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

**REAL & PERSONAL PROPERTY**

XX comprehensive form	Contractor must show proof they have this coverage.
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**EXCESS LIABILITY**

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

XX <b>PROFESSIONAL LIABILITY</b>		\$1,000,000.	\$1,000,000.
* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City 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. GOVERNING LAW**

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

**9. CONFLICT OF INTEREST**

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

**10. LOBBYING PROHIBITED**

Qualifiers are not to lobby any City officials, officers or personnel related or involved with this Request for Qualifications. All oral and written inquiries are to be directed to the Procurement Contacts contained herein. Any violation of this condition may result in rejection and/or disqualification of the proposal. The City Manager and CIP Manager shall be excluded from this condition.

**11. DRUG FREE WORKPLACE**

The selected Qualifier with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

**12. 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.

**13. TAXES**

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

**14. 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.

**15. 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. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. CONTRACT TERMS**

The contract resulting from this RFQ shall include, but not be limited to the following terms:  
The contract shall include as a minimum, the entirety of this RFQ 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.

**21. WAIVER**

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

**22. SURVIVORSHIP RIGHTS**

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

**23. TERMINATION**

The contract resulting from this RFQ 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 RFQ 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.

**24. MANNER OF PERFORMANCE**

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

**25. ACCEPTANCE PERIOD**

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

**26. RFQ 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.

**27. 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. Licenses

In order to perform public work, the successful Proposer shall: Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or 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.

d. 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.

e. 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.

f. 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. 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.

h. 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.

i. 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.

j. 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.

## **28. QUESTIONS AND COMMUNICATION**

All questions regarding the RFQ 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 RFQ 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.

## **29. 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.

## **30. CONTACT INFORMATION**

For additional information regarding this RFQ, please contact Cassandra LeMasurier, Purchasing Supervisor, at 954-786-4098 or email [purchasing@copbfl.com](mailto:purchasing@copbfl.com).

## **SECTION III- SCOPE OF WORK**

### **1. INTENTION**

The intent of this "Request for Qualifications" is for the CITY to select a Construction Management Firm (CMAR) capable of providing construction management services necessary to construct the improvements within the CITY as outlined above. Applicants are encouraged to self- perform any of the general services necessary to complete the project. The City shall retain the right to Direct Purchase materials, if desirable. The Construction Management Firm(s) may retain necessary State of Florida licensed design professionals if deemed necessary.

Based on the Guaranteed Maximum Price (GMP), the CITY may or may not proceed if the GMP is not acceptable to the CITY. The CITY reserves the right to discontinue negotiations with the top ranked firm without recourse or liability. Should the CITY choose to discontinue negotiations with the top ranked, the CITY reserves the right to initiate negotiations with the second ranked firm, and so on. The types of services required may include, but shall not be limited to, the following.

### **2. PRE-CONSTRUCTION PHASE**

- A. Review and coordinate the work that the architect, engineer and/or the owner prepared for the project, within the existing site conditions.
- B. Submit to the architect, engineer and owner for consideration, appropriate cost and savings programs (value engineering).
- C. Coordinate competitive bidding and contracting for trade subcontractors.
- D. Calculate and provide a Guaranteed Maximum Price for the project or each phase of the project.
- E. Provide a preliminary construction schedule.

### **3. CONSTRUCTION PHASE**

- A. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
- B. Monitor Local Business and Small Business Enterprises participation (LBE, SBE) for the project or phases of the project.
- C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
- D. Coordinate and insure compliance with all insurance requirements.
- E. Create, maintain, and present an overall construction schedule
- F. Create a schedule of values for the project or phases of the project.
- G. Coordinate Construction Management Services, including but not limited to:
  - 1) Regular job site meetings.
  - 2) Public presentations and Public outreach
  - 2) Maintaining and updating schedules.
  - 3) Overseeing quality assurances.
  - 4) Maintaining and providing copies of all contract documents.
  - 5) Insuring compliance with all safety programs.
  - 6) Coordination of all construction.

**4. GENERAL SERVICES**

Work to be accomplished under this contract may include the following:

- A. Permitting: City, County and State.
- B. Cost estimating and value engineering.
- C. Development of outline specifications.
- D. Bathymetric surveying.
- E. Landscaping beautification.
- F. MOT (Maintenance of Traffic).
- G. Pedestrian movement (ADA compliance).
- H. Lighting-electrical.
- I. Drainage (Tideflex valves, etc.).
- J. Parking lots (layout, construction, striping, etc.).
- K. Underground utilities (water, wastewater).
- L. Piling design and fabrication.
- M. Dredging and disposal.
- N. Construction of seawalls, piers, docks, boat ramps, boat slips, fender, and berthing pile systems and configuration, safety railings, site amenities.
- O. Construction details.
- P. Construction specifications.
- Q. Technical specifications.

**5. COMPOSITION OF PROJECT TEAM**

Qualifier will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the CITY will be required for any such diversion or substitution.

**6. LICENSE**

Firms must have previous municipal experience and must be licensed to practice General Contracting and Professional Services in the State of Florida in accordance with all applicable State, County and City regulations and licenses.

#### **SECTION IV - SELECTION/EVALUATION PROCESS**

1. Interested Respondents shall submit their qualifications and any other information required herein to the City of Pompano Beach's Purchasing Department's office on or before the date and the time specified.
2. Each partner of joint ventures must individually meet the conditions of the General Contractor's Evaluation. Contractor's License may not have been suspended, put on probation or revoked at any time in the last five (5) years.
3. Limited Liability Corporations (LLC) will be required to comply with a Guaranty of Obligations.
4. General Contractor shall provide a complete financial statement indicating organization's financial condition (sealed envelopes are acceptable). Financial statements provided by general contractors shall not be older than six (6) months prior to the date of filing this Prequalification Application. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date six (6) months or more prior to the date of filing. The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to such public records unless the records are exempt or confidential as authorized by law.
5. A certificate by a Certified Public Accountant (CPA) is required. The CPA may submit a certificate in his/her own words, including such qualifications as may be necessary in view of the scope of this assignment, provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the City of Pompano Beach. Certificate shall be signed and shall indicate license/certificate number.
6. Bearing in mind that working capital is an important factor in determining the prequalification of the general contractor, the accountant will perform a valuable service for their client and at the same time assist the City, if they will furnish, by supplemental schedules or as part of their certificate, any information not specifically called for by the statement which in their opinion might be taken into consideration. In the event that the general contractor's job income and expenditures are accounted on a completed contract basis and the balance sheet includes an item reflecting the excess of costs to date over billings to date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.
7. A Selection/Evaluation Committee will be appointed and will be responsible for selecting the most qualified firm. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, negotiate contract with the most qualified firm.
8. The Committee will rank responses based upon the following criteria:

## CRITERIA

A.	Overall approach, methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-25
B.	Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-30
C.	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials. Use of qualified local subcontractors is strongly encouraged.	0-5
D.	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10
E.	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20
F.	Scheduling/Cost Control. A description of the Firm's project management approach for comparable past projects, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10
	Total Points	0-100

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. The City may request individual presentations if the review Committee deems it appropriate for ranking and scoring purposes.

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 RFQ, 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.

## **SECTION V - SUBMITTAL FORMAT**

Information to be submitted should include the following and be tabbed as indicated:

Title Page: Show the "Request for Qualifications" project title, project number, the name of the Respondent firm, address, telephone number, name of contact person and date.

- A. Table of Contents: Clearly identify the section, topic, and page number.
- B. The Essential Requirements Questionnaire and the Declaration page below.
- C. Letter of Transmittal: Limit to one (1) or two (2) printed pages.
  - 1. Briefly state the firm's understanding of the work to be done and provide a positive commitment to perform the work.
  - 2. Give the names of the persons who will be authorized to make representations for the firm including their titles, addresses and telephone numbers.
- D. Profile of Construction Management Services:
  - 1. Describe the firm, including the size, range of activities, and other pertinent information.
  - 2. Provide an organizational chart.
  - 3. State whether the organization is national, regional or local.

4. State the location of the office from which the work is to be performed.
  5. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- E. Provide a list and description of similar municipal or other projects satisfactorily performed within the past five (5) years that have been completed under a "Construction Management at Risk Services" agreement. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance. Describe experiences in conducting similar projects for each of the staff assigned to the project, as well as their relevant educational background.
  - F. Provide information on any litigation (decided, settled or pending) the firm has been involved in within the last five (5) years.
  - G. Describe what municipal staff support is anticipated for this type of project.
  - H. Describe the firm's approach to performing the work. This should include the following points: overall plan for this project outlining major tasks and responsibilities, project time schedule and staff assigned.
  - I. Provide reviewed or audited financial statements for your most recent past three (3) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant. Compiled or internally prepared financial statements will not be accepted.
  - J. Insurance certificate and any other forms the Qualifier feels are pertinent.
  - K. City Forms: The RFQ Proposal Signature Page must be completed, signed and returned. Proposer should return all RFQ pages, initialed where indicated.

The Submittal Package shall include a completed sample insurance certificate listing the insurance company's name(s) for both Professional and General Liability Insurance and the dollar amounts of the coverage.

Submit one (1) original unbound and six (6) bound copies of the proposal. All copies will be on 8 ½" 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 with the unbound and bound copies (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Submittal packages should be marked on the exterior RFQ CM at Risk Contract Services For City of Pompano Beach Fishing Pier and addressed to City of Pompano Beach, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

**SUBMITTALS MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN THE RFQ SCHEDULE IN THE SECTION I ABOVE.**

No fax or e-mail copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender.

The CITY reserves the right to accept or reject any or all submittals, to waive any minor irregularities, and to extend the deadline for submission when it is in the best interest of the CITY.

#### **VI. CONTRACT SECURITY**

When the Successful Firm delivers the executed Agreement to the CITY, it must be accompanied by a Performance Bond equivalent to 100% of the contract. A warranty Bond, equal to 25% of the actual cost of construction shall remain in effect after the project(s) is completed and for a period of two (2) years from the date of final approval.

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

**ESSENTIAL REQUIREMENTS QUESTIONNAIRE**

1. Qualifier possesses a valid and current Florida Contractor’s license for the project or projects for which it intends to submit a bid.

\_\_\_\_ Yes      \_\_\_\_ No

2. Qualifier has or will obtain a general liability insurance policy with a policy limit of at least \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ aggregate.

\_\_\_\_ Yes      \_\_\_\_ No

3. Qualifier has current workers’ compensation insurance policy.

\_\_\_\_ Yes      \_\_\_\_ No

Qualifier is exempt from this requirement, because it has no employees

a) A “no” answer to Question 4 will not be disqualifying if the Qualifier is exempt from complying with Question 4, for reasons explained in footnote 3.

b) A Qualifier disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

c) Public Entity may request an additional notarized statement from the surety at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

\_\_\_\_ Yes      \_\_\_\_ No

NOTE: A financial statement that is not reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the Florida Department of Insurance) and authorized to issue bonds in the State of Florida, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for the Project?

\_\_\_\_ Yes      \_\_\_\_ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor’s license been revoked at any time in the last five years?

\_\_\_\_ Yes      \_\_\_\_ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

\_\_\_\_ Yes      \_\_\_\_ No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract?

Yes       No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

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9. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes       No

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

**A. Current Organization and Structure of the Business**

For Firms That Are Corporations:

1a. Date Incorporated: \_\_\_\_\_

1b. Under the laws of what state: \_\_\_\_\_

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, and treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Years with Company: \_\_\_\_\_

% Ownership: \_\_\_\_\_

Social Security #: \_\_\_\_\_

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name: \_\_\_\_\_

Construction Firm: \_\_\_\_\_

Dates of Person's Participation with Firm: \_\_\_\_\_

For Firms That Are Partnerships:

1a. Date of formation: \_\_\_\_\_

1b. Under the laws of what state: \_\_\_\_\_

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Years with Company: \_\_\_\_\_

% Ownership: \_\_\_\_\_

Social Security #: \_\_\_\_\_

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: \_\_\_\_\_

Construction Firm: \_\_\_\_\_

Dates of Person's Participation with Firm: \_\_\_\_\_

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business.

1b. Social security number of company owner.

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: \_\_\_\_\_

Construction Firm: \_\_\_\_\_

Dates of Person's Participation with Firm: \_\_\_\_\_

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture.

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm: \_\_\_\_\_

% Ownership of Joint Venture: \_\_\_\_\_

**B. History of the Business and Organizational Performance**

1. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes       No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes       No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes       No

If "yes," explain on a separate signed page.

4. State your firm's gross revenues for each of the last three calendar years:

2014 \_\_\_\_\_ 2013 \_\_\_\_\_ 2012 \_\_\_\_\_

5. How many years has your organization been in business in Florida as a contractor under your present business name and license number? \_\_\_ years

6. Is your firm currently the debtor in a bankruptcy case?

Yes       No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

7. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes       No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

**C. Licenses**

1. List all Florida construction license numbers, classifications and expiration dates of the Florida contractor licenses held by your firm:

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2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

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3. Has your firm changed names or license number in the past five years?

Yes       No

If "yes," explain on a separate signed page, including the reason for the change.

4. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes       No

If "yes," explain on a separate signed page, including the reason for the change.

5. Has a State of Florida license(s) held by your firm been suspended within the last five years?  
 Yes       No

If "yes," please explain on a separate signed sheet.

**D. Disputes**

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes       No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes       No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes       No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor.

4. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes       No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes       No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

7. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

**E. Criminal Matters and Related Civil Suits**

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

\_\_\_ Yes      \_\_\_ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

\_\_\_ Yes      \_\_\_ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

3. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

\_\_\_ Yes      \_\_\_ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

**E. Bonding**

1. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: \_\_\_\_\_

Name            of            surety            agent,            address            and  
telephone number: \_\_\_\_\_

\_\_\_\_\_

2. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

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4. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes       No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies, which denied coverage; and the period during which you had no surety bond in place.

**G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety**

1. Has the Occupational Safety and Health Administration (OSHA) cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes       No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes       No

If “yes,” attach a separate signed page describing each citation.

3. Has the state or federal Environmental Protection Agency (EPA) or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes       No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

\_\_\_\_\_

5. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes       No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**H. Prevailing Wage and Apprenticeship Compliance Record**

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes       No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for

which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

**SURETY AND BONDING REQUIREMENTS**

A. Attach a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide a Performance and Payment Bond for the full amount of the contract.

B. List the names of the Bonding firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Bonding Company No. 1

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount Bonded: \_\_\_\_\_ % \_\_\_\_\_

Completed \_\_\_\_\_

Name of Bonding Company No. 2

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount Bonded: \_\_\_\_\_ % \_\_\_\_\_

Completed \_\_\_\_\_

\_\_\_\_\_

**INSURANCE REQUIREMENTS**

Each policy of insurance carried by the successful bidder for this project shall be issued by an insurance company licensed to do business in the State of Florida with a rating of "A" or better and a financial size category of "V" or better according to the latest edition of "Bests".

A. Attach a notarized statement from the Worker's Compensation carrier specifying organization's current Experience Modification rating for Worker's Compensation in the State of Florida.

B. List the names of the insurance firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Insurance Company No. 1

\_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount Bonded: \_\_\_\_\_ % \_\_\_\_\_

Completed \_\_\_\_\_

Name of Insurance Company No. 2

\_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount Bonded: \_\_\_\_\_ % \_\_\_\_\_

Completed \_\_\_\_\_

Failure to provide all these attachments may be cause for disqualification for this project.

Attachment 1 – Certificate of Accountant Attachment 1A  
General Statement of Bank Credit

Attachment 2 – Notarized Statement from Bonding Company

Attachment 3 – Notarized Statement from Worker's Compensation Insurance Carrier

Attachment 4 – Current Copy of Organization's Florida Contractor's License(s)

Attachment 5 – Certification declaring that the applying Organization has not has a surety company finish work on any project within the last five (5) years.

Attachment 6 – Certification declaring that the applying Organization, in the last five (5) years has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim to a public agency

Attachment 7 – Certification declaring that the applying Organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to Public Contract Code section 10162

### **DECLARATION**

1. Acknowledgement and Release. By signature and date on this page, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the City (or City's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the City.

- a. A photocopy of this page shall be deemed as valid as an original document.
- b. This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the City cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on City of Pompano Beach properties.
- c. Reserved Right. The City reserves the right, for the sole purpose of evaluating a potential Pre-Qualification candidate (bidder), to make other inquiries as permitted by law. Furthermore, the City reserves the right to reject any or all Pre-qualification applications.

### **AFFIDAVIT**

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of Florida, that the foregoing is correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**PROJECT TEAM FORM**

RFQ NUMBER \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

Is Prime Consultant a  
Certified SBE firm YES\_\_ NO\_\_

**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	_____	_____
	_____	_____

**PROPOSAL SIGNATURE PAGE**  
**RFQ L-15-16, CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR**  
**CITY OF POMPANO BEACH FISHING PIER**

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 RFQ. I have read the RFQ 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. \_\_\_\_\_

Email Address \_\_\_\_\_

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

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

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

**STATEMENT OF NO RESPONSE**  
**RFQ L-15-16, CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR**  
**CITY OF POMPANO BEACH FISHING PIER**

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. 3<sup>rd</sup> 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 service
- \_\_\_\_\_ 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 \_\_\_\_\_

EXHIBIT "A"

CITY OF POMPANO BEACH, FLORIDA  
SMALL BUSINESS ENTERPRISE  
PARTICIPATION FORM

RFQ Number & Title: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_

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

***(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

RFQ # \_\_\_\_\_

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

RFQ # \_\_\_\_\_

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

RFQ # \_\_\_\_\_

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

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

---

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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?

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

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8. Other comments: \_\_\_\_\_

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Note: Please attach the unavailability letters with this report.





EXHIBIT G  
LOCAL BUSINESS  
UNAVAILABILITY FORM

RFQ # \_\_\_\_\_

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

RFQ # \_\_\_\_\_

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

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

---

---

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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 ?

---

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

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_