



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
L-33-16**

**VISIONING STUDY
TRANSPORTATION CORRIDORS**

**RLI OPENING: MAY 24, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 21, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST

L-33-16 VISIONING STUDY TRANSPORTATION CORRIDORS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified firms to submit Letters of Interest, qualifications and experience for consideration to provide visioning study transportation corridor services to the City for a portion of Powerline Road and other major transportation corridors within the City of Pompano Beach, Florida, which includes an economic analysis and recommendations, conceptual renderings, implementation strategies, and public outreach.

The City will receive sealed proposals until **2:00 p.m. (local), May 24, 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.

1. Background

In an effort to stimulate the business economy of the City of Pompano Beach, the Mayor's Stimulus Task Force was formed in October of 2009 and completed its work in December of 2009. The Task Force was chaired by Mayor Lamar Fisher and included two representatives each from the Economic Development Council, Northwest Community Redevelopment Area, East Community Redevelopment Area, Chamber of Commerce and two at large appointees. The Mayor's Stimulus Task Force recommended several strategies to form the foundation of a long-term strategic plan for the city's economic development efforts.

The Task Force created a set of featured strategies, which the Task Force believes will help stimulate the economy in the short term and reestablish the economic foundation for the long road of recovery ahead. Each strategy was grouped into one of seven general categories.

1. Hasten expenditure of city capital/development funds
2. Economic data collection & analysis
3. Stimulus targeted government efficiency initiatives
4. Reduce cost of building in Pompano Beach
5. Budget for citywide elected officials/senior staff to hold regular meetings with county, school board, state and federal officials.
6. Planning initiatives
7. Marketing initiatives

In 2013, the City adopted visioning studies for Atlantic Boulevard, Dixie Highway, and Federal Highway. A visioning study for A1A is currently underway.

2. Scope/Objective

The City intends to issue a single contract to firm to provide professional consulting services to the City for the preparation of visioning studies for a portion of Powerline Road and other major transportation corridors within the City of Pompano Beach, Florida, which includes an economic analysis and recommendations, conceptual renderings, implementation strategies, and public outreach. The study activity is estimated to exceed \$35,000 in cost.

The scope of services contained within this Request for Letters of Interest (RLI) are a result of the recommendations to the Mayor's Stimulus Task Force as well as the visioning studies adopted by the City to date.

The scope of this RLI specifically includes Powerline Road and Copans Road, but may be expanded to other major transportation corridors. Both of these corridors have great potential for future investment, development and redevelopment. Powerline Road traverses the City from north to south, while Copans Road traverses the City from east to west.

The response to this RLI will entail a scope of services to prepare a "Vision Study", including economic analysis and schematic renderings, for Powerline Road and Copans Road. The intent of the "Vision Study" is to guide the future regulatory structure, stimulate development and redevelopment and set an architectural and economic vision for the corridor. While the overall intent of the RLI is to address all of the major transportation corridors listed in this RLI, the City anticipates prioritizing and conducting each corridor study based on City Commission preferences, however, the initial corridor studies will be for Powerline Road and Copans Road as described in this RLI.

Respondents should consider submitting a scope of work and methodology/project approach for Powerline Road that can be duplicated, with modifications when necessary to address specific conditions, to the other corridors.

The applicable study area corridors are described below:

- (1) **Powerline Road** – This study area extends $\frac{1}{4}$ mile east and west of the centerline of the roadway between McNab Road and Sample Road. The study area is limited to $\frac{1}{4}$ mile west of the centerline of the roadway between Dr. Martin Luther King Boulevard and Copans Road. Retail uses, with some office uses, front the south end of the corridor. As the corridor traverses north the frontage shifts to industrial uses, including light and heavy industrial uses.
- (2) **Copans Road** – The study area along Copans extends $\frac{1}{4}$ mile north and south of the centerline between the Turnpike and US 1. Along the western portion of the corridor are light industrial uses. Within the area of I-95, big box retail uses front the corridor. East of

I-95, the corridor transitions often between residential, light retail, heavy commercial, and community facility uses. The eastern end of the corridor is a major retail destination.

- (3) **Sample Road** – The study area includes the entire corridor from the Turnpike to Federal Highway (US 1), ¼ mile north and south of the centerline of the roadway.
- (4) **Andrews Avenue** – The study extends ¼ mile east and west of the centerline from the southern city limits (Cypress Creek Canal) to Atlantic Boulevard and from Copans Road to the northern City limits exclusive of the segment within the NW CRA.
- (5) Additional corridors may include other roadways that traverse the city, including McNab Road, NW 31st Avenue, and NE 14th Street Causeway.

These corridors reflect the diverse physical, social, and economic characteristics of the city and each have their own separate development potential. The vision created for each corridor will contribute to and result in an overall vision for the City. Challenges within each corridor are vastly different. The vision for Powerline Road, for instance, should focus on strengthening and improving industrial use, including outdoor storage, used automobile sales, and manufacturing. The vision for Copans Road, however, will reflect retail and residential development, as well as heavy commercial and industrial park uses. Along these corridors the current regulatory framework and supporting infrastructure may need to be modified to implement the proposed vision for the corridor. The Scope of Work, therefore, also includes the identification of obstacles to plan implementation.

Respondents should form a multidisciplinary team of economists, architects, planners, civil and transportation engineers, with experience in public transit and transit-oriented corridors, including pedestrian, bicycling, bus and rail transit; market and economic research; infrastructure and industrial development; industrial, urban, and mixed-use infill development; and green industries and practices. This team will work to create a plan that is both visionary and feasible based on a methodology that can be duplicated as the contract for each subsequent corridor is awarded.

The methodology may include the following suggested deliverables:

1. **Corridor Inventory.** The Corridor Inventory will be a stand-alone document containing graphs, maps, pictures, and tables which analyze the following:
 - Vacant Land
 - Existing Uses / businesses
 - Infrastructure (existing and planned)
 - Zoning Districts
 - Land Use and entitlements
 - Physical / identifiable strengths and weaknesses
 - Review of Corridor in other plans, including but not limited to the NW CRA Redevelopment Plan, Education Corridor Plan, Broward County Trafficways Plan, Broward MPO Plans, Public Art Master Plan, Parks Master Plan, and adopted Corridor Studies.

2. Corridor Assessment. The Corridor Assessment will be a stand-alone document, which supplements the Inventory. Unlike the Inventory, the Assessment provides insight as to the impacts and considerations based on the Inventory. Information included in the Assessment is as follows:

- Analyze the existing uses and businesses and categorize based on economic and physical factors including average number of employees per sq ft; average wage per sq ft; outdoor activity; targeted industry
- Determine the economic impact of uses that include outdoor storage, display, or activities. The economic impact should be based on professionally accepted data sources, such as industry reports, journal articles
- Determine the economic impact of uses that involve the sale of used automobiles, including those with either indoor or outdoor display. The economic impact should be based on professionally accepted data sources, such as industry reports, journal articles
- Determine if existing and planned infrastructure support or hinder Corridor redevelopment
- Determine if Zoning regulations support or hinder Corridor redevelopment
- Determine if Land Use regulations support or hinder Corridor redevelopment
- Identify locations along Corridor with superior architecture, landscaping, or site design that could be emulated throughout corridor
- Identify gateway locations

3. Corridor Vision Pattern Book. The third deliverable will be the Corridor Vision Pattern Book. The Pattern Book would demonstrate the specific vision for the Corridor's desired built and natural environment and would identify techniques and minimum standards for achieving attractive and functional projects that enhance the Corridor. The images would reinforce a specific vision for the corridor as a whole, but should also reflect the various portions of the corridor, which may include industrial areas, office parks, as well as retail frontages. The pattern book should include inspiration images that encourage targeted industries. The pattern book would include branding/themes, aesthetic standards and images for the entire corridor as well as sub-areas, that focus on the following:

- Site characteristics include siting, layout, circulation, parking, and loading.
- Design and architecture, including massing, materials, and facades
- Outdoor storage design, including siting, landscaping, and buffering
- Mechanical equipment and accessory structures
- Fencing including materials, height, and location
- Landscaping
- Sign materials and placement

4. Corridor Vision Streets Book. The Corridor Vision Streets Book is similar to the Pattern book in that it will demonstrate the specific vision for the Corridor. However, the focus of this book is on the Street and the techniques and minimum standards for achieving an attractive roadway and streetscape. The streetscape book would include cross-sections, aesthetic standards and images that focus on the following:

- Determine and design way-finding locations
 - Determine and design gateway locations
 - Improvements within the right-of-way, including landscaped medians, crosswalks, sidewalks, bike lanes, storm water management, transit stops and shelters, and public art
 - Improvements for private property within an identified “frontage zone”, including sidewalks, street furniture, landscaping, lighting, shading features, and storm water management
 - Ideal locations for low impact design within the right-of-way and private property frontage
5. **Corridor Vision Plan.** Unlike the described Books, the Vision Plan contains a roadmap for achieving the corridor’s redevelopment by addressing specific challenges and opportunities including, but not limited to:
- Propose techniques and best practices to achieve the following:
 - Improve the aesthetics and other impacts of uses with outdoor functions, including outdoor storage, truck parking, vehicle sales, equipment display, and outdoor manufacturing.
 - Attract and/or incentivize targeted industry clusters
 - Limit future uses that degrade property values
 - Identify specific City regulations that are hindering redevelopment and/or not consistent with the recommendations of the Pattern or Streets Book and propose needed revisions.
 - Propose strategies based on a minimum of three cities and/or corridors which have successfully redeveloped corridors which include industrial and retail uses and specifically address:
 - Attracted high-wage industrial uses
 - Addressed outdoor storage and implemented techniques to reduce impact on property values
 - Improved overall corridor aesthetics
 - Identify specific parcels that are ideal for redevelopment, including vacant parcels, and prepare conceptual renderings of selected sites.
 - Identify publicly owned parcels or right-of-way that are ideal for redevelopment or enhancement to encourage redevelopment and prepare conceptual renderings.
6. **Corridor Vision Brochure.** This deliverable will be limited to a front and back brochure which will be distributed to existing and potential property owners, business owners, elected officials, and other interested parties. The brochure will include basic information about the corridor and the city’s desired redevelopment. More importantly, the brochure would include images that clearly demonstrate the Vision for the corridor.
7. **Public Outreach Component.** Public Outreach, including meetings with elected officials, advisory boards, and other stakeholders is an important component that may

accompany one or more of the above deliverables. Respondents should consider which deliverables necessitate public outreach and include in the proposed scope.

3. Links to Background Studies and Maps

Unless otherwise noted, maps and studies deemed relevant for this RLI can be accessed on-line at http://pompanobeachfl.gov/index.php/pages/dev_scv_planning_zoning/planning_zoning and then navigating to the section entitled Master Plans and Studies, and clicking on the hyperlink for “Request for Letters of Interest for Professional Consulting Services for Visioning Studies - Transportation Corridors”. These resources include:

- A. Broward County Trafficways Plan
- B. 2009 Economic Development Strategies – Final Report - 2009
- C. NW CRA Redevelopment Plan
- D. Master Parks Plan

Additionally, direct hyperlinks for additional maps, plans, and studies are listed below:

- A. “Future Land Use Map” available at
http://pompanobeachfl.gov/assets/docs/pages/planning_zoning/land_use.pdf
- B. “Zoning Map” available at
http://pompanobeachfl.gov/assets/docs/pages/planning_zoning/zoning_map.pdf
- C. “CRA Plans and Studies” available at
<http://pompanobeachcra.com/?q=cra-pompano/plans-and-studies>
- D. “Comprehensive Plan Elements” available at
http://pompanobeachfl.gov/index.php/pages/dev_scv_planning_zoning/planning_zoning
- E. “Northwest CRA Boundary Map and Projects” available at
<http://pompanobeachcra.com/sites/default/files/DistrictMap-NW-CRA.pdf>
- F. Adopted Corridor Study’s Transformation Plans (Dixie Highway, Atlantic Blvd, and Federal Highway)
http://pompanobeachfl.gov/assets/docs/pages/planning_zoning/PompanoBeach_TransportationCorridors_TransformationPlan_FINAL.pdf
- G. Brochure: South Dixie Highway / Industrial Crafts District
http://pompanobeachfl.gov/assets/docs/pages/planning_zoning/Industrial%20Crafts%20brochure.pdf
- H. Pompano Beach Public Art Master Plan
<http://pbpublicart.com>
- I. Complete Street Design Manual
http://pompanobeachfl.gov/assets/docs/pages/planning_zoning/PrintFinal_Complete%20Streets.pdf
- J. Broward MPO 2035 LRTP, Chapter 3 Innovation (Mobility Hubs are located within various corridors) available at
http://www.browardmpo.org/mpo/2035lftp/broward2035lftp_finalplan_ch3_innovation.pdf

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. Please indicate in your response if your firm is a certified Small Business Enterprise. SBE Program forms are included with this RLI as Exhibits A-D.

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: www.pompanobeachfl.gov Local Business Program forms are included with this RLI as Exhibits E-H.

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. Submission/Format Requirements

Submit one (1) original unbound and five (5) 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 (or other format approved by the City) with the unbound and bound proposals. Duplicate copies must contain all

information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

- A. 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.
- B. Table of Contents:** Include a clear identification of the material by section and by page.
- C. Letter of Interest:** A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:
 - complete corporate name of the primary firm responding
 - applicable Federal Tax Identification Number
 - address
 - telephone and fax numbers
 - name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

- D. Statement of Skills and Experience of the Project Team:** Description of the make-up of the Consultant team. Include names of key personnel to be assigned to the project, their role on the project, their titles, experience, and period of service with the team. Indicate the expected contribution of each of these individuals as a percentage of the total effort. Include each individual's experience with completing similar projects. Include major sub-consultants. Include an organizational chart showing the relationship of the team with the team project manager and with City personnel. Include resumes of key personnel (limit of one page per person.)
- E. Skills and Experience of the Project Team:** Must be included as indicated above. Using a maximum of three pages, describe the experience of the entire project team as it relates to this type of project. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects where the team members have implemented a similar scope of work.
- F. Description of the Consultant's proposed approach to the project as described in the Scope of Work:** Describe the methods, approach and project schedule to complete the project. Describe how the work will be completed in an effective, timely, economical and professional manner.

- G. Project organizational strategy:** Describe how the project will be organized, both within the Consultant team and how the team will coordinate with the City Staff.
- H. Visual and graphic work:** Describe how visual imaging tools will be used to complete the project. List any visualization tools such as visual preference surveys, GIS, CAD and computer generated imaging programs (such as Sketch-Up, Form Z, Photoshop or other similar computer programs).
- I. Office location:** Provide the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location, together with the location of office(s) of both prime and sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime location.
- J. Experience in South Florida:** References for past planning and zoning municipal projects in the tri-county area, (Broward, Miami-Dade or Palm Beach), or other similar urbanized areas within the State of Florida.
- K. References for past projects:** References for past planning projects involving industrial, transit, “green”, and redevelopment planning. Describe experience working with projects involving community outreach, public involvement, and public meetings with a multi-disciplinary team including architects, planners, engineers, city politicians, local residents, and business owners.
- L. Complete all appropriate forms:** Completed Small Business Enterprise (SBE) program forms, Exhibits A-D, and Local Business program forms, Exhibits E-H, and Minority Business Enterprise (MBE) form Exhibit I, if applicable for your team. Include copies of all certifications for firms listed on these forms. Each item in the evaluation criteria must be addressed in your response. Return all RLI 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 types of insurance and indicated minimum policy limits (requirements indicated by "X".)

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY:	<i>MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</i>	
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
hazard	property damage	
— underground hazard		
XX products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property		
damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY	<i>MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</i>
	bodily injury (each person)
	bodily injury <u>(each accident)</u>
<input checked="" type="checkbox"/> comprehensive form	<hr/>
<input checked="" type="checkbox"/> owned	<hr/>
<input checked="" type="checkbox"/> hired	bodily injury and
<input checked="" type="checkbox"/> non-owned	property damage combined

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

—	umbrella form	bodily injury and property damage combined	\$2,000,000.	\$2,000,000.
XX	PROFESSIONAL LIABILITY	\$1,000,000.	\$2,000,000.	

* Policy to be written on a claims made basis

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

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

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm. The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm.

The selection criteria include past experience and demonstrated excellence in the following areas:

- A.** Experience of the Consultant team, as indicated by prior successful completion of similar projects.
- B.** Experience of the key individuals who will be assigned to this project.
- C.** Understanding of the project and project issues.
- D.** Proposed methodology to meet the stated project goals and an understanding of the proposed scope of work.
- E.** Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
- F.** Demonstrated ability to work directly with local government staff.
- G.** Consideration of references

The selection/evaluation criteria and associated possible points for each criteria are shown on page 12 of the solicitation.

Similar Project Experience (see below table)0-50 points

Criteria	Point Range
Experience with corridor planning, including: (1) streetscape regulations and projects, (2) multi-modal corridor planning and enhancement programs and projects, (3) industrial corridors	0 - 15 points
Experience with economic development planning, including specific market study experience in communities with diverse economic opportunities ranging from office parks, industrial parks, research and development parks, and health care uses.	0 - 10 points
Experience creating Pattern Books	0 - 10 points
Experience with planning in Broward County and/or South Florida, including: (1) Experience with Broward County Land Use Plan implementation, amendments and flexibility provisions, (2) Experience with Florida Department of Transportation requirements related to traffic calming, street cross-section requirements, landscaping allowed in street right-of-way, (3) Experience with Broward County transit requirements and transit facility design.	0 - 5 points
Experience with infrastructure impact analysis and existing system evaluation	0 - 5 points
Experience with community outreach and public involvement	0 - 5 points

Project Understanding and Approach (see below table).....0 - 40 points

Criteria	Point Range
Understanding of the project and project issues	0 - 16 points
Proposed use of imaging to create visual representation of key areas as a tool for implementation	0 - 16 points
Project approach, methodology, and schedule to address the proposed the scope of work	0 - 8 points

Certified Minority Business Enterprise0 - 10 points

Criteria	Point Range
Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0 - 10 points

Total Points Available

0-100

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

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

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

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

8. Hold Harmless and Indemnification

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

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. 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.

10. Communications

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

11. No Discrimination

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

12. Independent Contractor

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

13. Staff Assignment

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

14. Contract Terms

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

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

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the

contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

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

16. Survivorship Rights

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

17. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

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

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

will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

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

20. RLI Conditions and Provisions

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

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

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

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

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

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

21. Standard Provisions

a. Governing Law

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

b. 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. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. 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.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

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

23. Addenda

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

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

EXHIBIT "A"

**CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM**

RLI Number & Title: _____ 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

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

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

an individual

a corporation

a partnership

a joint venture

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

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of
_____, _____, I invited the following SBE CONTRACTOR(s) to bid
work items to be performed in the City of Pompano Beach:

SBE Contractor
Address

Work Items Sought

Form of Bid Sought
(i.e., Unit Price,
Materials/Labor, Labor
Only, etc.)

Said SBE CONTRACTOR(s):

Did not bid in response to the invitation

Submitted a bid that was not the low responsible bid

Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

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

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

3. Did you send written notices to SBEs?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

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

RLI Number & Title: _____

Prime Contractor's Name: _____

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

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

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

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

an individual

a corporation

a partnership

a joint venture

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

at the following price: _____

(Date)

(Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said Local Businesses:

- Did not bid in response to the invitation

— Submitted a bid which was not the low responsible bid

Other:

Signature: _____

Date:

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

_____ \$ or % _____

_____ \$ or % _____

_____ \$ or % _____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

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

RLI L-33-16, VISIONING STUDY TRANSPORTATION CORRIDORS STATEMENT OF NO RESPONSE

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

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

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Request for Letters of Interest
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____