

**DOWNTOWN POMPANO  
E. Pat Larkins Community Center**



**RFQ NO. 0500  
REQUEST FOR QUALIFICATIONS**

**Design of New E. Pat Larkins  
Community Center**

**309 East Paces Ferry Road,  
Suite 825  
Atlanta, GA 30305  
PompanoRFQ@RocaPoint.com**

**FINAL: 1/13/26**

## **TABLE OF CONTENTS**

<b>PART I:</b>	<b>GENERAL TERMS &amp; CONDITIONS</b>
<b>PART II:</b>	<b>SCOPE OF SERVICES</b>
<b>PART III:</b>	<b>SUBMITTAL INSTRUCTIONS &amp; FORMAT</b>
<b>PART IV:</b>	<b>EVALUATION AND AWARD</b>
<b>PART V:</b>	<b>CONTRACT REQUIREMENTS</b>
<b>PART VI:</b>	<b>ATTACHMENTS</b>
<b>PART VII:</b>	<b>EXHIBITS</b>

## **SEPARATE DOCUMENTS**

ATTACHMENT "A"	QUALIFICATION CERTIFICATION
ATTACHMENT "B"	CLAIMS, LIENS, LITIGATION HISTORY
ATTACHMENT "C"	AFFIDAVIT OF SOLVENCY
ATTACHMENT "D"	AFFIDAVIT

EXHIBIT "A"	MINIMUM INSURANCE REQUIREMENTS
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## **PART I: GENERAL TERMS AND CONDITIONS**

### **A. PURPOSE & INTENT**

The purpose of this Request for Qualifications (RFQ) is to solicit Qualifications from Respondents, who are licensed to perform architectural services in the State of Florida, in accordance with Florida Statutes § 287.055 for design and permitting for a new E. Pat Larkins Community Center in Downtown Pompano in the City of Pompano Beach, FL.

The intent of **RP Pompano, LLC** ("Developer") is to select the most qualified Respondent, based upon evaluation of submitted Qualifications and discussions with shortlisted Respondents, for the purposes of negotiating and awarding a contract for completion of the Services.

### **B. SUBMITTAL DEADLINE & LOCATION**

Qualifications submitted in response to this RFQ must be e-mailed to [PompanoRFQ@RocaPoint.com](mailto:PompanoRFQ@RocaPoint.com) by or before **four o'clock (4:00PM) EST on Friday, February 27<sup>th</sup>, 2026**. Any Qualifications received after the stipulated deadline shall not be considered.

Qualifications must be submitted to: [PompanoRFQ@RocaPoint.com](mailto:PompanoRFQ@RocaPoint.com)

### **C. DESIGNATED METHOD OF CONTACT**

All questions or requests for information relating to this RFQ must be directed, via electronic correspondence, to the following email address provided below:

Designated Method of Contact: [PompanoRFQ@RocaPoint.com](mailto:PompanoRFQ@RocaPoint.com)

### **D. SUBMITTAL OF QUESTIONS/INQUIRIES**

All questions and/or inquiries related to this RFQ shall be directed to Developer, via electronic correspondence, via the Designated Method of Contact as provided above, by or before **four o'clock (4:00PM) EST on Friday, February 13<sup>th</sup>, 2026**. Any questions received after this deadline will not be addressed or clarified, unless it is determined to be in the best interest to do so. The Developer reserves the right to extend the Submittal Deadline for Qualifications to clarify or answer questions as necessary to serve the best interest of Developer.

### **E. TENTATIVE SCHEDULE OF EVENTS**

The Developer proposes the tentative schedule of events below. The dates provided may change at the discretion of the Developer. If any modifications impact the schedule of this RFQ, through and until the Submittal Deadline for Qualifications, the Developer will distribute an Addendum.

Advertisement of RFQ	January 16, 2026
Deadline for Questions	February 13, 2026
Issuance of Final Addendum	February 20, 2026
Deadline for Submittal of Qualifications	February 27, 2026
Evaluation of Qualifications Submittals & Shortlist	March 6, 2026
Discussions with Shortlisted Vendors Completed by	March 13, 2026
Selection Completed by	March 20, 2026

## **F. LOBBYING**

No Lobbying Permitted: As to any matter relating to this solicitation, the Respondent, project team member, or anyone representing the Respondent is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City or CRA related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Respondent's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Respondent and the Respondent's team. All questions regarding the solicitation are to be submitted per C and D above. Any violation of this condition may result in rejection and disqualification of the response/Proposal. This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the Developer approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.

## **G. ADDENDA**

All clarifications, answers to questions, or changes to this RFQ shall be provided through a Developer issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the Developer to any requirements, terms or conditions not stated herein.

The Developer shall make every possible good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for qualifications. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Respondent is solely responsible for including information, clarifications, revisions, or other directions provided by the Developer in each Addendum in their submitted Qualifications. Respondent must acknowledge every Addendum issued by the Developer and attest to its inclusion in their submitted Qualifications. Failure by Respondent to include any Addendum in their submitted Qualifications, may result in the submitted Qualifications being deemed non-responsive to the requirements of this RFQ.

## **H. SOLICITATION POSTPONEMENT/CANCELLATION**

The Developer may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by Developer Staff, to best serve the interests of the Developer.

## **I. RIGHT TO REJECT/ACCEPT**

The Developer reserves the right to accept or reject any or all Qualifications, waive minor formalities and irregularities, and to award to the Respondent that serves the best interest of the Developer.

## **J. SUB-CONTRACTORS**

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The Developer may, at its discretion, require Respondent to submit relevant data necessary to establish to the satisfaction of the Developer, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are appropriately qualified and capable to perform the specified Services. Respondent must also include the address of each sub-contractor's office location and the nature of services to be performed.

Respondents are encouraged to solicit and evaluate the qualifications of local firms (i.e., firms headquartered or having a significant business presence for at least one year within the geographic boundary of the City of Pompano Beach) or certified minority business enterprises (as defined by the Florida Small and Minority Business Assistance Act or other applicable certifications or designations for minority-owned businesses) when selecting their proposed subconsultants in connection with this solicitation.

Prior to awarding a contract, the Developer will notify the Respondent, in writing, if the Developer, after due

investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the Developer, at no additional cost to the Developer, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the Developer may disqualify the Respondent, at no cost to the Developer.

The Developer reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the Developer or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the Developer, and Respondent must not change the Sub-Contractor(s) without prior written approval by the Developer.

The awarded Respondent shall be responsible for all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

#### **K. COSTS INCURRED BY RESPONDENT**

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

### **PART II: SCOPE OF SERVICES**

#### **A. BACKGROUND INFORMATION**

The City of Pompano Beach has envisioned a new, larger, modern E. Pat Larkins Community Center within the New Downtown area. The new community center will offer updated amenities, better accessibility, and more versatile spaces for educational programs, activities, social events, and more.

#### **B. OBJECTIVES**

The objective is to have a complete design of the new E. Pat Larkins Community Center within ten (10) months of execution of a Contract with an awarded Respondent.

#### **C. SCOPE OF SERVICES**

The awarded Respondent shall be responsible for performing professional architectural services, along with all required engineering services necessary to provide full design of the E. Pat Larkins Community Center as described above. The awarded Respondent is responsible for all disciplines of required professional services needed to develop full construction design documents for all aspects of the facility as provided herein.

#### **Services will include, but may not be limited to:**

##### **1. Community Outreach**

The awarded Respondent shall coordinate and facilitate a comprehensive community outreach and engagement program to gather input from residents, stakeholders, and users to inform the design of the community center.

This effort shall be closely integrated with the design process and documented at each phase.

Community outreach services shall include, but not be limited to:

- Coordination with City and Developer to identify key stakeholders, neighborhood groups, community organizations, and user groups
- Facilitation of a series of public workshops to gather input on program needs, design priorities, and community expectations

- Solicit feedback on conceptual layouts, building massing, site design, and amenities
- Targeted stakeholder meetings (e.g., youth, seniors, community partners, program operators) to understand specific functional needs
- Community engagement touchpoints, which may include open houses, pop-up meetings, surveys (online and/or in-person), and interactive feedback tools
- Presentation of conceptual and schematic designs to the public for review and comment
- Documentation and summarization of community feedback and how it is incorporated into the evolving design

## **2. Design Development**

- Conceptual design
- Schematic design
- Geotechnical services
- Renderings
- 30%, 60%, and 100% Design Development drawings for review and comment
- All required drawings for the project including architectural, structural, mechanical, electrical, plumbing, fire protection, lighting, acoustical, façade, technology, furniture, equipment, landscape, and irrigation
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e., State, County, and City).
- Cost estimate at each stage of design review
- Changes to design based upon input to maximize constructability and cost effectiveness
- Value engineering

## **3. Construction Documents**

- Project manual/specifications
- 30%, 60%, 90% Construction Progress Drawings for review and comment
- Construction set/permit set of drawings, signed and sealed

## **4. Bid Assistance**

- Provide technical responses for proposals/bids for construction packages
- Provide plan revisions as needed
- Attend pre-bid meeting

## **5. Construction Administration**

- Attend pre-construction meeting
- Review/comment on Schedule of Values
- Review/comment on construction schedule
- Shop drawing/submittal review
- Payment application review
- Respond to RFI's
- Provide plan and permit revisions as necessary
- Attend monthly progress meetings
- Perform field inspections/provide field reports
- Attend Substantial Completion walk-through & prepare Certificate of Substantial Completion
- Establish punch list for the contractor
- Attend equipment start up
- Test and Balance review by Mechanical Engineer

## **6. Post Construction Services**

- Attend final walk-through and verify completion of punch list items
- Project & permit close out
- Review/comment close out manual/documents

- Review and provide As-Builts in format necessary for migration into City's records
- Warranty review

## 7. Other

- The awarded Respondent must attend a series of public meetings such as commission meetings where the project will be addressed or discussed.

## **PART III: SUBMITTAL INSTRUCTIONS & FORMAT**

### **A. MINIMUM QUALIFICATIONS**

The following are the minimum requirements that Respondent must meet to be considered responsible to perform the specified Services. Respondent must submit sufficient documentation to clearly demonstrate that Respondent meets or exceeds the following minimum qualification requirements:

1. Must be a State of Florida licensed Architect, as defined in Chapter 287.055(2)(h)(2), Florida Statutes or in accordance with Section 491.023 Florida Statutes; and
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations; and
3. Must meet minimum insurance requirements

Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.

### **B. CONFLICT OF INTEREST**

Respondent must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

### **C. QUALIFICATION SUBMITTAL INSTRUCTIONS**

Respondent must submit one (1) electronic PDF copy of the Qualifications via email pursuant to Part I above. It is highly recommended that Respondents follow the prescribed organization of the submittal, to facilitate evaluation. Submitted Qualifications must be limited to 60 pages, and should include the following components, including all attachments specified herein, as listed below:

#### **Section 1: Qualifications Cover Page and Cover Letter**

Respondent should complete and submit the Qualifications Cover Page, provided herein, and should also provide a 1-2 page cover letter describing the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services;
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

#### **Section 2: Company & Team Qualifications**

Respondent should provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded.

The required documentation should include, at a minimum:

**Key Personnel** – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

**Licenses/Certifications** – Provide all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services.

**List of Proposed Sub-Contractors** – Provide all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent should include all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. Include the address of all subcontractors and services to be provided.

**Project Org Chart** – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

**Qualification Certification** – Complete and submit **Attachment “A”** provided herein.

**Claims, Liens, Litigation History** – Complete and submit **Attachment “B”** provided herein.

**Certificates of Insurance** – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent’s ability to obtain the required coverages upon award.

### **Section 3: Related Experience**

Respondent must provide documentation to demonstrate all relevant experience (i.e., design of community center or similar buildings), similar in size, scope and cost as the Services specified herein. The documentation must include a listing of all projects designed, with Respondent as the lead firm, including project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost (starting vs. final). The Developer reserves the right to reach out to any agency to inquire about Respondent’s performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

### **Section 4: Approach to Services**

Respondent must describe its approach to completing the required Services within the timeframe objective provided herein, including all strategies and methods that will contribute to the successful accomplishment of the objective and project. The information included in this Section, must include, but is not limited to the following:

- A brief outline of their project approach with identification of each main step of the process;
- Examples of previous projects where community engagement and public outreach was a key component of the process;
- Examples of previous projects where a new or innovative approach was taken and the corresponding results;
- Examples of reports that would typically be made available (i.e., progress reports, draft plans etc.) as well as frequency of follow up reporting;
- Demonstration of the quality control elements and strategies utilized by the Respondent to mitigate impacts of subcontractors or other factors on the project.
- Description of current workload

### **Section 5: Proposed Schedule**

Respondent must provide a proposed schedule, based upon each phase of the project, as specified herein, that Respondent is capable of delivering for this project.

### **Section 6: Administrative Information**

Respondent should complete and submit all remaining Attachments, as provided herein, which are not required in a previous section.

## **PART IV: EVALUATION AND AWARD**

### **A. DETERMINATION OF RESPONSIVENESS**

Each submission shall be evaluated for responsiveness to the Qualifications requirements provided herein. Any Qualifications that are materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The Developer reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

### **B. EVALUATION OF QUALIFICATIONS**

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than three (3) representatives, as determined by the Developer. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of Respondent, including past performance (experience).

### **C. EVALUATION CRITERIA AND RANKING**

The Evaluation Committee will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria listed below.

#### **Evaluation Criteria:**

1. Company & Staff Qualifications
2. Related Experience
3. Experience with Community Outreach
4. Quality of Sub-Consultants
5. Approach to Service
6. References
7. Proposed Schedule
8. Shortlist Discussion & Interview/Presentation

### **D. SHORTLIST DISCUSSIONS & INTERVIEW/PRESENTATIONS**

Upon evaluation of submitted Qualifications, the Evaluation Committee shall determine a shortlist of Respondents to participate in discussions, and may require interviews or presentations, in accordance with Florida Statute 287.055.

Given the expedited timeframe of this solicitation, the makeup of the discussions is provided herein, for Respondents to familiarize themselves with expectations. The discussions with the shortlisted Respondents shall consist, however, not be limited to a discussion of the following:

1. Discuss your experience hosting workshops and community meetings to solicit feedback from the public on the design of a community center. How would you solicit community input on this building?
2. Discuss a project where your firm designed a community center or a similar type of building.
3. How will you ensure the most cost effective, functional and constructable design is delivered?
4. Can you accomplish this design within the timeframe objective provided? How are you going to mitigate impacts to that timeframe?
5. Discuss your project plan regarding communication, progress of design, consideration of options, decision making, and risk mitigation.

## **E. NEGOTIATIONS & AWARD**

Upon evaluation and final ranking of Qualifications and shortlist interview/presentations, a Notice of Intent will be issued, expressing intent to move forward. The Developer is under no obligation to award a Contract as a result of this RFQ.

It is the intent of the Developer to enter into negotiations with the top ranked Respondent, provided no documentable justification is provided that would prohibit proceeding with the top ranked Respondent. If the Developer and the selected Respondent are able to reach an agreement for the required Services, a Contract will be initiated for approval. If the Developer and the selected Respondent are unable to reach an agreement, the Developer shall cease negotiations with the top ranked Respondent and shall initiate negotiations with the next successively ranked Respondent with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the Developer, in its sole discretion, determines that moving to a subsequent Respondent in the rankings does not serve the best interest of the Developer.

## **F. PROTEST PROCEDURES**

Any proposer may submit a protest letter to Developer: (a) within 3 business days of the advertisement of this RFQ, for any challenge to the terms and specifications of this RFQ, or (b) within 3 business days of the date that Developer informs Respondents of its ranking for negotiations, for any challenge to the evaluation process or decision. The protest letter must include all facts and law upon which the protest is based. Developer shall respond in writing to the protest, and the decision of Developer shall be final and conclusive on these matters. Failure to submit a protest pursuant to this section constitutes a waiver of any right to initiate a lawsuit in court against Developer or the City pursuant to the RFQ, or to otherwise dispute the validity of the RFQ process or any contract awarded pursuant to the RFQ.

## **PART V: CONTRACT REQUIREMENTS**

### **A. CONTRACT AGREEMENT & TERM**

The Developer intends to negotiate and award a Professional Services Agreement on a form provided by the Developer for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

### **B. TERMINATION**

Failure on the part of the awarded Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Consultant fails to perform any aspect of the responsibilities described herein, Developer shall provide written notification and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded Consultant fails to cure the default, or comply with the requirements of the Contract Documents, the Developer shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred.

### **C. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the awarded Consultant to be familiar and comply with all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract.

### **D. LICENSES, PERMITS, FEES**

The awarded Consultant shall be responsible for obtaining and holding all necessary licenses, permits, certifications required to perform the Services described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the awarded Consultant.

### **E. MINIMUM INSURANCE REQUIREMENTS**

See Exhibit "A."

**PART VI: – ATTACHMENTS**

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

**PART VII: – EXHIBITS**

**Exhibit “A”:** Minimum Insurance Requirements

**COVER PAGE**

**SUBMIT ONE (1) ELECTRONIC PDF COPY TO:**

PompanoRFQ@RocaPoint.com

**FULL LEGAL NAME OF RESPONDENT:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**RFQ POINT OF CONTACT NAME & TITLE:** \_\_\_\_\_

**RFQ POC EMAIL ADDRESS:** \_\_\_\_\_

**RFQ POC PHONE NUMBER:** \_\_\_\_\_

**POC FOR INVITATION:**

**NAME & TITLE:** \_\_\_\_\_

**POC FOR INVITATION:**

**EMAIL ADDRESS:** \_\_\_\_\_

**DATE OF SUBMITTAL:** \_\_\_\_\_

**ATTACHMENT A**  
**QUALIFICATION CERTIFICATION**

**The Undersigned presents this Qualification Submittal to be considered as a Qualified Firm for RFQ NO: 0500; Design of New E. Pat Larkins Community Center.**

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by the governing authority.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by Developer, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Developer to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

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(Full Legal Company Name)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Attest:

APPROVED:

By: \_\_\_\_\_  
Signature of Affiant

By: \_\_\_\_\_  
Full Name and Title of Affiant

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT B**  
**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes        No        If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

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Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

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2. List all pending litigation and or arbitration.

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3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

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4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes        No        If yes, please explain in detail:

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6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes        No        If no, please explain why?

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7. List the status of all pending claims currently filed against your company:

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**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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**(Use additional or supplemental pages as needed)**

**ATTACHMENT C**  
**AFFIDAVIT OF SOLVENCY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_, being of lawful age and being duly sworn I, \_\_\_\_\_, as \_\_\_\_\_ (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually,

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**  
**AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

At the time the Qualification is submitted, the Respondent shall attach to his submittal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, \_\_\_\_\_ ("Affiant") who, being duly sworn, deposes and says he/she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Respondent) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 0500; Design of New E. Pat Larkins Community Center.**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**MINIMUM INSURANCE REQUIREMENTS**

## **“EXHIBIT “A” MINIMUM INSURANCE REQUIREMENTS**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the Developer.

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 Developer.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the Developer at [PompanoRFQ@RocaPoint.com](mailto:PompanoRFQ@RocaPoint.com). Architect is responsible to deliver to the Developer for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the Developer and the City of Pompano Beach as an additionally insured on all such coverage.

Throughout the term of this Agreement, Developer, reserves the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. Developer reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as Developer's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Architect under this Agreement.

Throughout the term of this Agreement, Architect and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

**Commercial General Liability** with policy limits not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the Aggregate for bodily injury and property damage.

**Workers Compensation and Employer's Liability Insurance** covering Architect's employees that perform services under this agreement in an amount no less than statutory requirement as required by Chapter 440, Florida Statutes and in addition thereto, the policy(ies) must include Employer's liability with minimum limits of \$1,000,000 each accident/bodily injury by disease each employee.

**Automobile Liability Insurance** covering vehicles owned, hired and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**Professional Liability Insurance** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and

Five Million Dollars (\$5,000,000.00) in the aggregate. Professional Liability insurance policy shall: (i) be maintained for a period of not less than 4 years after the final completion of the Project, and (ii) have a retroactive date prior to the performance of any services to be provided under this agreement.

The Developer, City of Pompano Beach and Pompano Beach Community Redevelopment Authority (CRA) shall be named as additional insureds on Architect's insurance policies except Worker's Compensation and Automobile Liability and shall deliver or cause be delivered to Developer, City and CRA evidence of said insurance coverages in the form of appropriate certificates of insurance. All insurance shall be obtained from companies with a rating of A or better, and no less than "Class VII" as to financial strength, by A.M. Best.

1. **Policies:** Whenever, under the provisions of this Agreement, insurance is required of the Contractor, the Architect shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording Developer thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
2. **Insurance Cancellation or Modification.** Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the Developer.
3. **Waiver of Subrogation.** Architect hereby waives all right of subrogation against the Developer and the City of Pompano Beach, CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Architect enter into such an agreement on a pre-loss basis.

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