REQUEST FOR PROPOSALS (RFP)

RFP01-2026
Downtown Pompano Beach
Construction of City Hall & Parking Deck

RFP Responses Due: April 10, 2026, by 5:00 PM

March 11, 2026

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP01-2026 – Downtown Pompano Beach Construction of City Hall & Parking Deck

RP Pompano, LLC ("RP Pompano") on behalf of the City of Pompano Beach and Pompano Beach CRA is interested in receiving proposals in response to the attached RFP for Downtown Pompano Beach City Hall & Parking Deck.

Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter a contractual relationship in the Proposer's name. RP Pompano will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. RP Pompano is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than RP Pompano.

Proposals must be submitted via email to PompanoRFP-01-2026@Rocapoint.com on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 5:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted**.

Any Proposer or lobbyist for a Proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's office, any Evaluation Committee Member, or any other City of Pompano Beach employee after RP Pompano releases solicitation. All communications must go through RP Pompano. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on RP Pompano of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

RP Pompano, LLC

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1. SCHEDULE OF EVENTS

RFP NUMBER:	**RFP 01-2026**
RFP TITLE:	**Downtown Pompano Beach City Hall & Parking Deck**
RELEASE DATE:	**March 11, 2026**
DATE PUBLISHED IN SUN-SENTINEL	**March 11, 2026**
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	**March 25, 2026, by 12:00 PM**
RFP RESPONSES DUE DATE/TIME:	**April 10, 2026, by 5:00 PM**
EVALUATION COMMITTEE MEETING	**TBD**
RECOMMENDATION FOR AWARD:	**TBD**
DIRECT ALL INQUIRIES TO:	**PompanoRFP-01-2026@Rocapoint.Com**
E-PROPOSAL SUBMITTALS ONLY:	**PompanoRFP-01-2026@Rocapoint.Com**

2. INTRODUCTION AND GENERAL INFORMATION

2.1 Background

This project entails providing all labor, equipment, tools, and materials necessary to construct a new City Hall & Parking Deck. The scope of work includes, but is not limited to, sitework, landscaping & irrigation, utilities, building foundations, concrete, masonry, structural steel, mechanical, plumbing, electrical, interior build-out, shade structure and site lighting.

2.2 Proposal Submittal Due Date

RP Pompano will receive proposals by **April 10, 2026, by 5:00 PM (EST).** Proposals must be submitted to PompanoRFP-01-2026@Rocapoint.com on or before the due date/time stated above. Any proposal received after the due date will not be considered.

2.3 Questions and Communication

All questions regarding this RFP must be submitted to PompanoRFP-01-2026@Rocapoint.com on or before **March 25, 2026, at 12:00 PM (EST)**. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered via Addenda. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on RP Pompano.

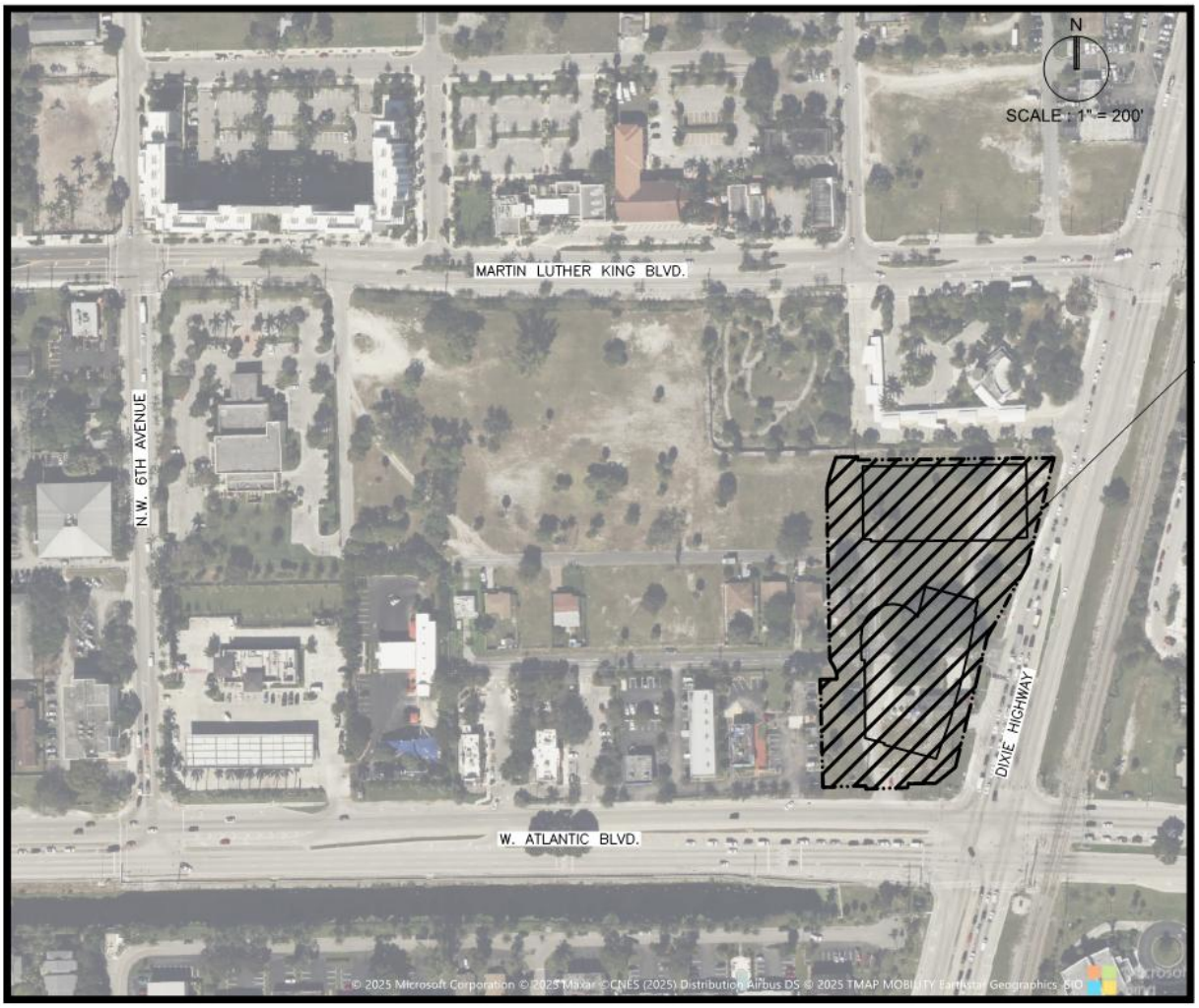
3. SCOPE OF SERVICES

3.1 Scope of Services

This project entails providing all labor, equipment, tools, and materials necessary to construct a new City Hall & Parking Deck. The scope of work includes, but is not limited to, sitework, landscaping & irrigation, utilities, building foundations, concrete, masonry, structural steel, mechanical, plumbing, electrical, interior build-out, shade structure and site lighting.

3.2 Site Information

The project is located at 125 Dixie Highway, City of Pompano Beach, Broward County, Florida.



LOCATION MAP

SECTION 35, TOWNSHIP 48 S, RANGE 42 E

4. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

4.1 Submission Format Requirements

Proposals must be submitted to PompanoRFP-01-2026@Rocapoint.com on or before the date and time stated in Section 1-Schedule of Events. Submissions must include all documents, requirements, and attachments included in this RFP.

RP Pompano will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted to PompanoRFP-01-2026@Rocapoint.com before the established deadline for Proposal submission.

RP Pompano reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

4.2 Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

4.2.1 Examination of RFP Documents and Sites:

4.2.1.1 It is the responsibility of each Bidder before submitting a bid, to:

a. Examine the RFP Documents thoroughly,
b. Visit the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work,
c. Consider Federal, State, and Local Laws and Regulations that may affect the cost, progress, performance, or furnishing of the work,
d. Study and carefully correlate Bidder's observations with the RFP Documents, and,
e. Notify RP Pompano of all conflicts, errors, or discrepancies in the RFP Documents.

4.2.1.2 Information and data reflected in the RFP Documents concerning or contiguous to the site are based upon information and data furnished to RP Pompano by owners of such facilities or others, and RP Pompano does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

4.2.1.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the RFP Documents due to differing conditions appearing in the General Conditions section of the RFP.

4.2.1.4 Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFP Documents.

4.2.1.5 On request, in advance, RP Pompano will provide Bidders with access to the site from Monday March 23rd to Thursday March 26th to conduct such explorations and tests as each Bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up, and restore the site to its former condition, or better, upon completion of such explorations.

4.2.1.6 The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the RFP Documents. The Contractor will provide all additional lands and access required for temporary construction facilities or storage of materials and equipment.

4.2.1.7 The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the RFP Documents, that without exception, the bid is premised upon performing and furnishing the work required by the RFP Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the RFP Documents, and that the RFP Documents are sufficient in scope and detail to demonstrate and convey understanding of all terms and conditions for performance and furnishing of the work.

4.3 Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for all costs associated with responding to this RFP. RP Pompano will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer.

4.4 Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the 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 RP Pompano in writing.

4.5 Environmental Regulations

RP Pompano reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations and investigate the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify RP Pompano immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

4.6 Financial Capabilities

RP Pompano will hire a contractor with sufficient financial resources to complete the Project without delays. The proposal must provide sufficient information to verify that the contractor has the financial capacity to secure bonding adequate to construct the Project. The Proposer must include a letter from the Surety company outlining the contractor’s bonding capacity and financial reliability to complete this project.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving an award. They shall be written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

5. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 6 for the proposal submitted. The possible maximum points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

5.1 Proposal Requirements:

5.1.1 Title page

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

5.1.2.1 Table of Contents

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

5.1.2.2 Letter of Interest

A letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

5.1.2.3 complete corporate name of the primary firm responding and any partners of a joint venture
5.1.2.4 Applicable Federal Tax Identification Number
5.1.2.5 address
5.1.2.6 telephone numbers
5.1.2.7 name, title, and email of the person to contact regarding your submission
5.1.2.8 Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City

5.1.3 Organizational Structure & Management Plan

Include an organizational chart that identifies the reporting hierarchy for all key personnel involved in the Project. Describe the management approach and basic strategy for executing the project. Clearly identify the individuals responsible for coordinating each component of the scope of services.

5.1.4 Principals

Submit a list of all principals for the Proposer and all key team members. Please include proposed key Subcontractors. Identify the legal entity with whom RP Pompano would be entering into an Agreement.

The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the 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 RP Pompano in writing.

5.1.5 Resumes of Key Personnel

Provide resumes for all key project personnel. Resumes should detail relevant experience with municipal projects. Emphasis should be placed on experience within the past five (5) years related to the project scope of work.

5.1.5.1 Statement of Skills and Experience of Project Team

Provide a brief corporate background and explanation of qualifications relevant to this type of project. To successfully lead the construction of a Downtown Pompano Beach City Hall & Parking Deck, the Proposer must bring a blend of technical expertise, project management experience, and specialized knowledge specific to the same scope required for this project and described herein.

5.1.5.2 Identify and describe specific projects—successfully completed within the past five (5) years that demonstrates the team's ability to perform work with similar scope, scale, and technical complexity.

5.1.6 Unique Capabilities

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project.

5.1.7 Copy of State of Florida General Contracting License

Provide a copy of applicable license(s) for team member(s).

5.1.8 Conflicts of Interest

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official, who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

5.1.9 Litigation

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. **If there is no litigation, the Proposer must include a letter stating that no litigation has existed within the past five (5) years.**

5.1.10 Bonding Capacity

The Proposer must include a letter from a qualified Surety company, licensed to do business in the State of Florida, confirming the Proposer's bonding capacity and financial reliability to perform the scope of work for this Project. The letter must be issued on the Surety company's letterhead, signed by an authorized representative, and clearly state the Proposer's available bonding capacity along with the Surety's assessment of the Proposer's financial strength and ability to obtain the required Performance and Payment Bonds. Failure to submit this letter will result in the disqualification of the proposal.

Upon award of the Contract, the successful Proposer shall furnish Performance and Payment Bonds, each in the amount of 100% of the Contract award. These bonds must be executed by a Surety company authorized to conduct business in Florida and submitted at the sole cost and expense of the awarded Proposer.

5.1.11 Office Locations

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. If firm is situated outside the local area (City of Pompano Beach), include a brief statement as to whether the firm will arrange for a local office during the contract term, if necessary.

5.2 <u>References</u>

Provide references and details on three (3) completed projects in the past five (5) years with similar scope and size, demonstrating prior work experience and qualifications. The information must include:

a. Location of work and owner
b. Dollar value of initial contract
c. Dollar value of final contract
d. Year(s) work performed
e. Description of work
f. Reference for work (name, title, phone, email)

1. Provide names of proposed Project Manager and Project Superintendent along with a summary of prior work experience, years of experience, certifications, and relevant qualifications.

2. Provide an overview of the following critical aspects of the project approach, demonstrating a clear understanding of the scope of work and other technical or legal issues related to the project:
   a. What unique challenges do you anticipate on this project based on the construction documents, and what strategies will you use to address them to ensure successful completion?
   b. Which shop drawing submittals are critical to keeping the project on schedule, and how will you prioritize and manage them?
   c. Provide a preliminary construction schedule outlining major project phases, milestones, and anticipated completion dates.

5.3 Resources and Methodology

Provide a narrative describing the overall approach and the breadth of quality resources assigned to the project. Consider scheduling, phasing, and public outreach in describing the overall approach.

5.4 Total Project Cost

Provide total project cost estimate formatted per the attached Schedule of Values.

5.5 Local Business Program

On March 13, 2018, the Pompano Beach City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, “Local Business” will be defined as follows: business entity that has maintained a permanent place of business within City limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City’s website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

RP Pompano is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment. The awarded Proposer shall use commercially reasonable efforts to solicit bids/quotes from any subcontractors located within the City, cooperate with RP Pompano and the City who shall establish a webpage and social media campaign for the advertisement of subcontracting needs for the construction of the project. Prior to the Commencement of Construction, the awarded Proposer shall cooperate with RP Pompano and the City to host a minimum of one job fair at the E. Pat Larkins Center, and at least one job fair at the Emma Lou Olson Center, or other facility designated by the City or CRA, and cooperate with RP Pompano and the City with respect to the advertisement of any skilled or unskilled positions needed for the construction of the Project.

Proposers shall participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Forms (A, B, C, and D) included in the Attachments, listing the local businesses that will be used on the contract. The fully executed form B (Letter of Intent) must be submitted by each local business that will participate in the contract.

The Prime Vendor will be requested to demonstrate and document that good faith efforts were made by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to RP Pompano for acceptance.

The awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during

project and after the project has been completed to the designated Contract Administrator for the project.

5.6 Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

5.6.1 RP Pompano Forms

Responses should include the Local Business forms. These forms are included in this RFP and must be completed and included in the RFP response.

5.6.2 Insurance

See **Exhibit A** with the Insurance Requirements.

6. EVALUATION AND AWARD

6.1 Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.
Minimum Eligibility Requirements include:

1. Must have valid State of Florida General Contracting License
2. Must provide a letter from a qualified Surety company, licensed to do business in the State of Florida, confirming the Proposer's bonding capacity and financial reliability to perform the scope of work for this Project.
3. Must have completed three (3) projects in the past seven (7) years with similar scope and size, demonstrating prior work experience

RP Pompano reserves the right to seek any information or documentation from the Proposer or other source(s) as RP Pompano determines is necessary. Failure to submit any additional information in accordance with the RP Pompano's request shall result in a Proposal being deemed non-responsive.

6.2 Evaluation Committee

RP Pompano will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to RP Pompano. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to RP Pompano for the award and execution of a Construction agreement.

6.3 Evaluation Process - Presentations

RP Pompano will review the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
5.1.7.	Statement of Skills and Experience of the Project Team	35
5.2.	References	10
5.3.	Resources and Methodology	15
5.4.	Total Project Cost	30
6.5.	Local Business Program Participation	10
TOTAL		**100**

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the Proposers. If the Committee requests presentations, they will be scheduled in the future.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

6.4 Tie Breaker

In case there is a tie for the highest-ranked Proposers, the recommendations shall be made by giving preference to the following items in this order:

1) Lowest qualified cost estimate
2) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
3) Local Business Program Participation
4) Closest Proximity/Location to the Project site

6.5 Technicalities

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that RP Pompano negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

6.6 Committee Questions

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. 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 Proposer should submit documentation that evidences the Proposer's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, RP Pompano may invite Proposers for an interview to discuss the proposal and meet the Proposers' representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that RP Pompano shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

6.7 Committee's Recommendations

The Evaluation Committee may recommend rejecting any proposals or awarding the Downtown Pompano Beach City Hall & Parking Deck project. The Committee may choose to conduct negotiation sessions with as many ranked responsive and responsible Proposers, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked Proposer first, then the second highest-ranked Proposer, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible Proposer if the Committee chooses to do so. During any such negotiations, RP Pompano reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will conduct the negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible Proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during a negotiation session shall not be disclosed to anyone until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the negotiation session(s) is/are completed, the Committee shall determine whether to recommend an award to one or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked

responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of RP Pompano and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked Proposer will be the first to start the negotiations) and do not determine the actual award.

6.8 Negotiations

Following the Evaluation Committee Meeting, RP Pompano reserves the right to enter negotiations with the successful Proposer. Notwithstanding the preceding, RP Pompano is in no way obligated to enter a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by, and executed by the parties. During the negotiation process, RP Pompano reserves the right to request the best and final offer from the Proposer with whom RP Pompano is negotiating.

6.9 Determination of Award

RP Pompano shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. RP Pompano may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case RP Pompano may choose to re-advertise this project "as is" or by adopting a modified version.

7. STANDARD PROVISIONS

7.1 RFP Conditions and Provisions

The proposal must be submitted to RP Pompano on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. 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 RFP. Failure to do so may result in the proposal's disqualification.

RP Pompano reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. RP Pompano reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

RP Pompano shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

7.2 Acceptance Period

Proposals submitted in response to this RFP must be valid for a period of no less than one hundred twenty (120) days from the closing date of this solicitation.

7.3 Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice, no later than the advertised deadline for submission of proposals through written communication to PompanoRFP-01-2026@Rocapoint.com.

7.4 Protest Procedures

Any proposer may submit a protest letter to Developer: (a) within 3 business days of the advertisement of this RFP, for any challenge to the terms and specifications of this RFP, or (b) within 3 business days of the date that

Developer informs proposers 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 or CRA pursuant to the RFP, or to otherwise dispute the validity of the RFP process or any contract awarded pursuant to the RFP.

7.5 Familiarity With Laws

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

7.6 Staff Assignment

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

7.7 Contract Terms

The contract shall include, at a minimum, this RFP document and the successful Proposer's proposal. RP Pompano shall prepare the contract. If RP Pompano 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, the contractor agrees to reimburse RP Pompano for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

7.8 Waiver

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

7.9 Manner of Performance

The Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish RP Pompano with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, 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 licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Proposer to comply with this paragraph shall constitute a material breach of contract.

7.10 Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, of the highest quality, and with the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from RP Pompano with RP Pompano Manager's approval.

7.11 Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or

the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

7.12 Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless RP Pompano 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 RP Pompano 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 RP Pompano or any of its officers, agents or employees.

7.13 Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the 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 RP Pompano in writing.

7.14 Survivorship Rights

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

7.15 Termination

All termination rights and obligations shall be governed by the Contract Agreement and General Conditions of the Contract for Construction, the basis of which shall be the following documents:

1. AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
2. AIA Document A201-2017, General Conditions of the Contract for Construction

In the event of any conflict between this solicitation and the Contract Agreement and General Conditions, the Contract Agreement and General Conditions shall prevail.

7.16 Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

7.17 Relationship to RP Pompano and the City

It is the intent of RP Pompano and the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of RP Pompano or the City.

7.18 No Contact

Any Proposer or lobbyist for a Proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's office, any Evaluation Committee Member, or any other City of Pompano Beach employee after RP Pompano releases solicitation. All communications must go through RP Pompano. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on RP Pompano of Pompano Beach.

7.19 Communications

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

7.20 Conflict Of Interest

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

7.21 Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer 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 RP Pompano related to or involved with this solicitation, including all members of RP Pompano and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted to PompanoRFP-01-2026@Rocapoint.com. 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 RP Pompano approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the RP Pompano and the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by RP Pompano of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

7.22 Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by RP Pompano's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, RP Pompano's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by RP Pompano to the Contractor pursuant to the agreement/contract. RP Pompano's agent or authorized representative shall have access to the

Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. RP Pompano's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

7.23 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 RP Pompano.

7.24 Drug-Free Workplace

The selected firm(s) must verify that they will operate a “Drug-Free Workplace” as outlined in Florida Statute 287.087.

7.25 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 a 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.

7.26 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. In that case, the selected Proposer and his surety shall indemnify and hold harmless RP Pompano from any and all claims for infringement because 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 RP Pompano from any cost, expense, royalty or damage which RP Pompano may be obligated to pay because of any infringement at any time during or after completion of the work.

7.27 Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if RP Pompano has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question is the only official method by which interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation, the addenda will be issued electronically via PompanoRFP-01-2026@Roapoint.com. The Proposer must obtain all Addendum/Addenda posted for this RFP before submitting a response to this RFP.

9. ATTACHMENTS AND EXHIBITS

1. Attachment A - Insurance Requirements
2. Attachment B - Qualification of Bidders Form - Large Construction
3. Attachment C - Local Business Program Forms
4. Attachment D - Payment & Performance Bond Forms
5. Attachment E - W9
6. Attachment F - Project Scope
7. Attachment G - City Hall Bid Drawings by HOK dated 03/09/26
8. Attachment H - Parking Deck Bid Drawings by HOK dated 03/09/26
9. Attachment I – City Hall & Parking Deck Project Manual 03/09/26 Volume 1
10. Attachment J – City Hall & Parking Deck Project Manual 03/09/26 Volume 2
11. Attachment K – Civil Bid Drawings by Keith Engineering February 2026
12. Attachment L – Landscape Drawings by HOK dated 03/09/26
13. Attachment M – ECS Geotechnical Report dated 11/14/25

END OF THE RFP