



**CITY OF POMPANO BEACH
OFFICE OF HOUSING AND URBAN IMPROVEMENT
POMPANO BEACH, FLORIDA**

RFQ NO. 21-001

**FOR PARTICIPATION IN THE CITY OF POMPANO BEACH
HOUSING PROGRAMS**

**ISSUED BY THE CITY OF POMPANO BEACH
OFFICE OF HOUSING AND URBAN IMPROVEMENT
100 WEST ATLANTIC BLVD., ROOM 220
POMPANO BEACH, FL 33060**

Due: Tuesday, August 31, 2021

SECTION I – INTRODUCTION and GENERAL INFORMATION

1.01 GENERAL OVERVIEW

The City of Pompano Beach is requesting Letters of Interest from residential contractors, hereinafter referred to as “Contractor”, desirous of participating in the City’s Office of Housing and Urban Improvement Housing Programs. The purpose of the RFQ is to develop a list of qualified contractors that can perform rehabilitation and new construction work on single-family housing units within the city limits.

1.02 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFQ and Scope of Services, contact Miriam Carrillo, Director; Office of Housing and Urban Improvement (954) 786-4659.

It is required that all questions be submitted in writing. Questions may be directed to staff attention in the Office of Housing and Urban Improvement, 100 W. Atlantic Boulevard, Room 220, Pompano Beach, Florida 33060. To facilitate prompt receipt of questions they may be sent via email to OHUI@copbfl.com to the attention of Miriam Carrillo, Director. Questions must be received prior to the cut-off date specified in the RFQ Schedule.

1.03 ELIGIBILITY

To be eligible to respond to this RFQ, the Contractor must have prior successful experience in rehabilitating similar structures and be licensed to perform construction work in the State of Florida and Broward County. Contractors must be able to comply with all requirements of the City of Pompano Beach for obtaining building permits for all work required and be in good standing with applicable licensing authorities.

SECTION II - RFQ SCHEDULE

Release of RFQ.....	July 15, 2021
Contractor Workshop.....	August 25, 2021
Last Day for Receipt of Questions of a Material Nature.....	August 26, 2021
Responses due	August 31, 2021 (Prior to 3:00 P.M.)

SECTION III – TECHNICAL SPECIFICATIONS (SCOPE OF SERVICES)

2.01 PROJECT DESCRIPTION

The City of Pompano Beach requests applications from Contractors desirous of participating in its Housing Programs for single-family detached housing. The City seeks Contractors to perform residential rehabilitation and new construction activities, which will include those projects that bring residences into Building Code compliance and provide decent, safe, and sanitary living environments.

2.02 CONTRACTOR/HOMEOWNER AGREEMENT

Housing Program participants (homeowners) will be subject to approval by City staff by meeting established selection criteria and qualifying for financial assistance from the City.

SECTION IV – SPECIAL CONDITIONS

3.01 SELLING, TRANSFERRING, OR ASSIGNING CONTRACT

No contract awarded under this program shall be sold, transferred, or assigned without the written approval of the City and the homeowner.

3.02 PERMITS, TAXES, LICENSES

The Contractor shall, obtain all necessary permits, pay all license, fees and taxes applicable to the completion any contracted project.

3.03 COMPLIANCE WITH LAWS and ORDINANCES

The Contractor shall observe and comply with all Federal, State, Local, and Municipal laws, ordinances, rules, and regulations that would apply to a construction contract.

3.04 NON-DISCRIMINATION/MBE/WBE/SBE PARTICIPATION

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

It is the desire of the City to increase the participation of small businesses enterprises (SBE) in its procurements. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

3.05 RECORDS

The Contractor shall maintain during the term of the contract all books of account, receipts, invoices, reports, and records in accordance with Generally Accepted Accounting Principles and Standards. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor must comply with recommendations for changes, additions, or deletions by the City's Auditor. The City Auditor or other representative authorized by the City must be permitted, during normal business hours, to audit and examine the books of account, reports, and records relating to a contract. The Contractor shall maintain and make available, in Broward County, Florida, such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term.

3.06 RIGHT TO SUBCONTRACT

The Contractor shall have the right to subcontract, but shall be held fully responsible and cannot be relieved of any liability under any rehabilitation contract on account of any subcontractor.

3.08 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications that are in writing from the City may be

considered as a duly authorized expression on behalf of the City. Also, only communications from Contractors, which are signed, and in writing will be recognized by the City as duly, authorized expressions on behalf of Contractors.

3.09 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under any construction agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the Contractor.

3.10 INDEMNITY / HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City including its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any rehabilitation agreement. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

3.11 PUBLIC ENTITY CRIMES

Sections 287.132-.133 Florida Statutes, effective October 1, 1990, require that no public entity shall enter into a contract, award any bid, or transact any business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for a period of 36 months from the date of being placed on the convicted vendor list.

3.12 STANDARDS OF WORK

Contractor agrees that the performance of the described construction work shall be done in a professional manner and shall conform to best practices industry standards. Contractor warrants that all materials, equipment or appliances provided shall be new and in good working condition. Applicants must also be accepted to and abide by the requirements of the 2-10 Home Warranty Program in order to participate.

3.13 LITIGATION VENUE

The parties to any agreements waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

SECTION V - CONSIDERATION FOR CONTRACTOR APPROVAL

It is the intent of the City to select Contractors that best achieve the City's housing program goals. All approved contractors will be provided the opportunity to perform residential construction work for program participants. The City reserves the right to approve those contractors who will best serve the interest of the City. The City reserves the right, based upon its deliberation and in its opinion, to accept or reject any or all applications. In making such a determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each applicant, including officers, principals, and senior management personnel.

SECTION VI - INSTRUCTIONS TO APPLICANTS

All applications must be received in the Office of Housing and Urban Improvement, 100 West Atlantic Blvd, Room 220, Pompano Beach, Florida prior to 3:00 p.m. on the applications due date specified in the Schedule Section of this RFQ. **Applicants should note that the *mailing* address is:**

Miriam Carrillo, Director
Office of Housing and Urban Improvement
City of Pompano Beach
100 W. Atlantic Boulevard, Room 220
Pompano Beach, FL 33060
www.pompanobeachfl.gov
954-786-4659

Submit all question to: OHUI@copbfl.com

PLEASE NOTE THAT THE OFFICE OF HOUSING AND URBAN IMPROVEMENT WILL NOT BE RESPONSIBLE FOR LATE APPLICATIONS DUE TO MAIL SERVICES SELECTED BY THE APPLICANTS.

NO APPLICATION WILL BE ACCEPTED OR REVIEWED IF RECEIVED IN OHUI AFTER 3:00 P.M. ON THE APPLICATION DUE DATE.

DUE DATE AUGUST 31, 2021



OFFICE OF HOUSING AND URBAN IMPROVEMENT
Affordable Housing Programs - Contractor Application

1. GENERAL INFORMATION

Contact Name: _____ Contact Number: _____

Company Name: _____

Company Address: _____

IRS ID (EIN) #: _____

Office #: _____ Cell: _____ Office Hours: _____

Home: _____ Fax: _____ Email: _____

Are you a General Contractor (all phases of work)? [] Yes [] No

General Contractor License Number: _____

What is your specialty? _____

Do you have any of the following licenses to perform services in the City of Pompano Beach?

(If yes, supply license number(s))?

Electrician License: _____

Plumber & Gas License: _____

Mechanical (Gas/Heating/AC) License: _____

Can you handle more than one project at a time: [] Yes [] No

2. COMPANY INFORMATION

Check which is applicable to your Company:

___ Corporation ___ Partnership ___ Individual ___ Joint Venture

___ Other _____

IF CORPORATION, PLEASE ANSWER THE FOLLOWING:

A. Date of Incorporation _____

B. State of Incorporation _____

C. President's Name/Address _____

D. Vice-President's Name/Address _____

E. Secretary's Name/Address _____

F. Treasure's Name/Address _____

IF INDIVIDUAL OR PARTNERSHIP, PLEASE ANSWER THE FOLLOWING:

A. Date of Organization: _____

B. Name/Address of all partners (State General or Limited Partnership)

IF OTHER THAN A CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND PROVIDE NAME/ADDRESS OF PRINCIPALS: _____

How many years has your organization been in business as: _____

- Independent general contractor: _____
- Under its present business name: _____

Has your organization operated under any other name? Yes No

If **yes**, list name(s) below: _____

What work do you normally perform with your own employees?

Have you been debarred from participating in programs funded by HUD? Yes No

Have you or any Officer/Partner of your company ever filed for Bankruptcy? Yes No

If **yes**, please provide date of dismissal. _____

Have you ever failed to complete any work awarded to you? Yes No

If **yes**, note when, where and why. Please use separate sheet for explanations.

Within the last 5 years, has any Officer or Partner of your organization ever been an Officer or Partner of another organization when if failed to complete a construction contract?

Yes No

If **yes**, note when, where and why. Please use separate sheet for explanations.

Have you or any Officer of your company ever been suspended, or denied participation in federally funded contract or any construction project? Yes No

If yes, explain when, where, circumstance, and expiration date of same on separate sheet.

Are you:

Minority Owned Business (MBE) Yes No

Woman Owned Business (WBE) Yes No

Small Business Enterprises (SBE) Yes No

3. REFERENCES

Have you ever performed any residential work for the City, State, or any Government Office?

Yes No

Attached 3 Reference letter

List below the three most recently completed residential jobs:

Client Name	Phone #	Address	Job Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. 2-10 HOMEBUYER WARRANTY

Are you a member of the **2-10 Homebuyer Warranty Program**? Yes No

If **no**, are you willing to apply for membership if accepted as an OHUI approved contractor? Yes No

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AS COMPLETED AND AUTHORIZE THE CITY OF POMPANO BEACH TO VERIFY ANY INDIVIDUALS/FIRMS TO PROVIDE ALL INFORMATION AS REQUESTED BY THE CITY OF POMPANO BEACH.

UPON RECEIPT OF THIS APPLICATION, THE CITY WILL REVIEW YOUR CREDIT REPORT, CONTACT YOUR REFERENCES AND EVALUATE YOUR PAST PERFORMANCE. SITE VISITS MAY ALSO BE COMPLETED. BASED ON OUR FINDINGS, THE CITY MAY REQUIRE ADDITIONAL INFORMATION, IF NECESSARY TO CONDUCT A THOROUGH REVIEW. AFTER REVIEWING THIS APPLICATION AND ASSOCIATED INFORMATION, YOU WILL BE NOTIFIED BY LETTER AS TO YOUR APPROVAL/DISAPPROVAL FOR PARTICIPATION IN THE CITY OF POMPANO BEACH'S HOUSING PROGRAMS.

PLEASE BE ADVISED THAT AFTER THREE (3) NON-RESPONSIVE BIDS, YOUR NAME WILL BE REMOVED FROM OUR DEPARTMENT'S CONTRACTOR BID LIST. A REPLY NOTED "NO BID" WOULD BE CONSIDERED A RESPONSE.

_____ Name	_____ Company Name
_____ Title	_____ Signature
_____ Date	

**CITY OF POMPANO BEACH
AUTHORIZATION TO RELEASE CREDIT INFORMATION**

This is authorization for the City of Pompano Beach to verify previous or current information regarding me/us. The undersigned specifically acknowledge(s) that: (1) verification or re-verification of any information contained in this application may be made by the City of Pompano Beach from any source named in this application, as well as, banks, credit unions, a credit reporting agency and other sources not specifically identified here; (2) the City of Pompano Beach may make copies of this letter for distribution to any party with which I (we) have a financial or credit relationship and that any party may treat such copy, including a faxed copy, as an original.

Please complete all information below:

Federal Tax ID #: _____ Telephone Number: _____

Social Security #, if business is sole proprietorship: _____

Company Name: _____

List any DBA's: _____

Business Address: _____

Previous Address: _____

Type of Business: _____

Check One: Corporation Partnership Sole Proprietorship LLC

Date Incorporated: _____ Date Business Commenced: _____

Number of Employees: _____

Bank Reference: _____ Type of Account _____

Account Number: _____

Bank Reference: _____ Type of Account _____

Account Number: _____

Credit References (Business Suppliers)

Name	Address	Telephone #'s
_____	_____	_____
_____	_____	_____
_____	_____	_____

Print Name

Signature of Authorized Officer

**Contractor Application
Required Attachments**

INSURANCE – CURRENT & VALID CERTIFICATES OF INSURANCE

Minimum Coverage's are:

- ✓ **Comprehensive General Liability Insurance**

Covering premises, products, completed operations, independent contractors and contractual liability and naming the City of Pompano Beach as additional insured.

Limits - \$1,000,000 Combined Single Limit, Bodily Injury/Property Damage.

✓ **Automobile Liability Insurance**

Covering owned, hired, and non-owned automobile equipment

Limits - \$1,000,000 Combined Single Limit

✓ **Construction Insurance / Builder's Risk**

The contractor, at his own expense, shall provide and maintain the applicable construction insurance, until the work is accepted by the City of Pompano Beach. Said coverage shall be written for 100% of the completed value, covering the City of Pompano Beach as the insured.

✓ **Worker's Compensation & Employers Liability Insurance**

Limits – WC – Statutory Requirements

Employers Liability \$1,000,000

LICENSES AND REGISTRATIONS

✓ **Current State of Florida Occupational License**

Issued by the Department of Business and Professional Registration

✓ **Current County Business Tax Receipt**

✓ **Current City of Pompano Beach Business Tax Receipt**

✓ **Contractor Registration Receipt from City of Pompano Beach**

Required for businesses with addresses outside of the City

✓ **Certification from an EPA-approved program for Lead Safety for Renovation, Repair and Painting**

✓ **2-10 Home Buyers Warranty Certificate – (Contact Terry Graham @ 772- 284-7044 for information).**

REFERENCES

✓ **References**

Please include three letters of recommendation from recent construction projects

[Please return completed application and all required attachments to:](#)

**Miriam Carrillo, Director
City of Pompano Beach
Office of Housing & Urban Improvement
100 West Atlantic Blvd, Suite 220
Pompano Beach, FL 33060**

CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS AND REGULATIONS

I, _____ agree to comply with all City, County, State, Federal laws and regulations, including, but not limited to the following:

CONFLICTS OF INTEREST

The contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City in connection with this agreement has any personal financial interests, direct or indirect, with the contractor. The contractor further covenant that, in the performance of any contract, no person having such conflicting interest, shall be employed by the contractor. Any conflict of interest attributable to the contractor or its employees must be disclosed in writing to the city immediately upon discovery

The contractor is aware of the conflict of interest laws of the State of Florida, particularly, Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees that it shall fully comply with all respects to those provisions.

EQUAL OPPORTUNITY

The contractor agrees that it will comply with equal opportunity requirements, which require that no person in the United States shall on the ground of race, creed, color, national origin, age, sex, religion, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with State or Federal funds.

DEBARMENT/SUSPENSION

The prospective lower tier participant certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

The contractor must comply with the Minimum Housing Quality Standards, the South Florida Building Code and other standards established by the Department of Grants and Human Services or other City agency, as deemed necessary by such agency.

NON-SEGREGATED FACILITIES

The contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The contractor agrees that he will obtain identical certifications from proposed subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certification in his files.

Furthermore, the contractor certifies that:

1. He is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).
2. He is not or will not enter into any subcontract with a subcontractor or a foreign country included in the list of countries that discriminate against U.S. firms published by the USTR.

3. He will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Signature: _____

Print Name: _____

Date _____

Social Security Number or EIN #: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, who is personally known to me or who has produced _____, as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)

FLORIDA STATUTES

ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287. 133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facies case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO. WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, who is personally known to me or who has produced _____, as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number