



## Florida's Warmest Welcome

### REQUEST FOR PROPOSALS (RFP)

**RFP25-010**

#### **As-Needed Repair and Maintenance of Electrical Switchgears**

**Non-Mandatory Pre-Proposal Meeting:**

**January 13, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**

**RFP OPENING: February 4, 2025, at 2:00 PM**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**



December 30, 2024

Dear Prospective Proposers,

**SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-010 - As-Needed Repair and Maintenance of Electrical Switchgears**

The City of Pompano Beach (the “City”) is interested in receiving proposals in response to the attached RFP for As-Needed Repair and Maintenance of Electrical Switchgears.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer’s name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” (F.S 287.057 (25)).

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 Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. 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 the City of Pompano Beach.

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

## Table of Contents

1. DEFINITIONS .....	4
2. SCHEDULE OF EVENTS.....	5
3. INTRODUCTION AND GENERAL INFORMATION.....	6
4. SCOPE OF WORK.....	7
5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS.....	11
6. PROPOSAL REQUIREMENTS.....	12
7. EVALUATION AND AWARD .....	19
8. STANDARD PROVISIONS .....	21
9. ADDENDA.....	27
10. ATTACHMENTS AND EXHIBITS.....	27

## 1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **"Bid"** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid** and **Proposal** may be used interchangeably throughout this RFP.
- **"Contract"** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **"Project"** means work on all switchgear-related maintenance and repairs.
- **"Project Team"** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **"Proposer"** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **"Team Member(s)"** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **"Proposal"** means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will expedite the review process to evaluate the Proposer.

## 2. SCHEDULE OF EVENTS

<b>RFP NUMBER:</b>	RFP25-010
<b>RFP TITLE:</b>	As-Needed Repair and Maintenance of Electrical Switchgears
<b>RELEASE DATE:</b>	December 30, 2024
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	January 2, 2025
<b>Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING</b>	January 13, 2025, at 10:00 AM
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	January 21, 2025, at 5:00 PM
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	January 28, 2025, at 5:00 PM
<b>RFP RESPONSES DUE DATE/TIME:</b>	February 4, 2025
<b>EVALUATION COMMITTEE MEETINGS</b>	TBD
<b>RECOMMENDATION FOR AWARD:</b>	TBD
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

### **3. INTRODUCTION AND GENERAL INFORMATION**

#### **3.1. Project Background**

The City of Pompano Beach requires one or more Proposers to repair and maintain electrical switchgear as needed throughout the City. Selected proposers must state their proposed response time for any emergencies.

#### **3.2. Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on January 13, 2025, at 10:00 a.m. (local). The Zoom link is available on the City's Meetings webpage:  
<https://www.pompanobeachfl.gov/meetings>.

#### **3.3. Proposal Submittal Due Date**

The City will receive sealed proposals by 2:00 p.m. (local) on **February 4, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

#### **3.4. Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before January 21, 2025, 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

#### **4. SCOPE OF SERVICES**

##### **4.1. Scope of Work Task 1**

###### **Annual Infrared Testing of Electrical Switchgear Components**

The purpose of infrared inspections is to provide information relative to the physical condition of the electrical distribution system. Loose or poor connections, unbalanced loads, and loose joints can be located. These conditions are characterized by increased resistance and a temperature rise, which infrared scanning detects. This survey shall be performed while the system is loaded, representing "normal" operation.

**The City's equipment inventory may change during the term of the contract resulting from this RFP. As such, the following is not an exhaustive list of the locations with equipment that require infrared testing and maintenance:**

Membrane Bldg. Main Electrical Room	Qty
MCC's Buckets	19
Breakers	10
Transformers	4
Membrane Building Area	Qty
Electrical Panels	7
Drives	5
Control Panels	4
Exhaust Fan Starters	10
Chemical Building	Qty
MCC's Buckets	20
Transformer	1
Electrical Panels	4
Drives	2
Breakers	3
Disconnect	1
Building TU-1	Qty
Disconnect 4160 Volts	3
Oil Transformer	1
Circuit Breakers	3
Building TU-2	Qty
Disconnect 4160 Volts	3
MCC's Buckets	20
Circuit Breakers	3
De-Watering Building	Qty
Disconnect	1
MCC's Buckets	26
Circuit Breakers	4

Dry type Transformer	1
Electrical Panels	3

De-Watering Building	Qty
4160 Volts Normal Power Breakers	3
Dry type Transformer	2
Electrical Panels	3
4160 Volts Generator Breakers	2
4160 Volts Spare Breakers	1
MCC Buckets	12
Circuit Breakers	4

Palm Air Switchgear Areas	Qty
Generator transformer 750 KVA	1
Generator control room transformer 112.5 kVA	1
Pump Station #17 Transformer	1
Pump Station #18 Transformer and Control Room	1
Pump Station #19 transformer and control room	1
Pump Station #20 transformer and control room	1
Pump Station #21 transformer and control room	1
Pump Station #22 transformer and control room	1

#### **4.2. Scope of Work Task 2**

**The City's equipment inventory may change during the term of the contract resulting from this RFP. As such, the following is not an exhaustive list of the locations with equipment that require maintenance:**

#### **Electrical Annual Preventative Maintenance**

##### **Electrical Tests 5KV Switchgear Substation and 5KV Generator breakers**

1. Breakers shall be removed from the designated cubicle
2. Electrical cabinets shall be cleaned
3. Breakers shall be visually inspected
4. Breakers shall be partially dismantled
5. Breakers shall be cleaned and lubed per Manufacturers' specifications
6. Breakers shall be Electrically tested (charge, closed, tripped, Megger, High Pot Contact Resistance)
7. Breakers shall be re-installed in the original destination

**Main Electrical switchgear Room at the Membrane Building**

1. Breakers shall be removed from the designated cubicle
2. Electrical cabinets shall be cleaned
3. Breakers shall be visually inspected
4. Breakers shall be partially dismantled
5. Breakers shall be cleaned and lubed per Manufacturers' specifications
6. Breakers shall be Electrically tested (charge, closed, tripped, Megger)
7. Breakers shall be re-installed in the original destination
8. All Breaker Programmers shall be Solid State Tested

**Electrical Testing 5KV Switchgear Substation Chemical Bldg. Unit Substation TU-2**

1. Two (2) 5KV Air Load switch disconnect
2. One (1) 5KV Air Fuse Load switch disconnect
3. One (1) 750KVA Oil Transformer
4. One (1) Main 1600-amp Breaker
5. Two (2) 800-amp Feeder Breaker
6. Two (2) Amp Meters

**Electrical Testing 5KV Switchgear Substation Transfer Pump Station Unit Substation TU-1**

1. Two (2) 5KV Air Load switch disconnect
2. One (1) 5KV Air Fuse Load switch disconnect
3. One (1) 750KVA Oil Transformer
4. One (1) Main 1600-amp Breaker
5. Two (2) 800-amp Feeder Breaker
6. Two (2) Amp Meters

**Lime Building 480-volt Switchgear Unit Substation 90SB1**

1. One (1) AC Voltmeter
2. One (1) AC Amp Meter
3. One (1) Main 1600-amp
4. Two (3) 800-amp Feeder
5. MCC - 90MCC2 (7 Buckets)

**5KV & 480-volt Combination Switchgear Testing**

1. Open Disconnect
2. Isolate Substation from any other sources
3. Discharge every line and load switch
4. Ground main incoming bus to the Substation
5. Remove main breaker and load breakers from cubicle
6. Vacuum clean all compartments
7. Lubricate breaker and cubicle stubs
8. Clean main and arcing contacts at the switches

### **5KV Switchgear Testing**

1. Megger fuse disconnect before and after
2. Contact resistance across the main contacts and fuses at each phase
3. PI (Polarization Index) transformer at high and low voltage
4. TTR (Transformer Turns Ratio) transformer at tap setting vector

### **480-volt Switchgear Testing**

1. Calibrate AC Meters according to ratio
2. Solid state Breaker's programmer for long-time, short-time, ground, and instantaneous trip states
3. Megger breaker before and after
4. Contact resistance breaker before and after
5. Mechanical test breaker (Charge, close, and trip)

#### **4.3. Cost Proposal**

<b>LOT I – COST OF LABOR</b>		
<b>Item #</b>	<b>Description</b>	<b>Cost</b>
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays (Cost per Day*)	
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays (Cost per Hour)	
C.	Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour)	
D.	Holidays, Regardless of Time (Cost per Hour)	
E.	Emergency Service (Cost per Hour w/3-Hour Minimum)	

\*Cost per day includes travel, lodging, meals, and expenses.

<b>LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS</b>		
<b>Item #</b>	<b>Description</b>	<b>Percentage Mark-up</b>
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work**	_____ %

\*\*Contractor must provide an invoice for all parts greater than \$1,000.00

LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL		
Item #	Description	Percentage Mark-up
1	Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work	_____ %

## **5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

### **5.1. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City 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 in the eBid System before the established deadline for Proposal submission.

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

### **5.2. 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, shall not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and shall not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

### **5.3. Costs Incurred by the Proposer in Preparation of the Proposal**

Proposers are responsible for any and all costs associated with responding to this RFP. The City 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 and shall not be reimbursed by the City.

### **5.4. 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 shall be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

## **5.5. Violations of Environmental/OSHA Regulations**

The City reserves the right to consider the Proposer's history of citations of Environmental Regulations or OSHA violations in investigating 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 the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

## **6. PROPOSAL REQUIREMENTS**

To maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

### **6.1. Proposer's Qualifications And Experience (Maximum 60 Points)**

#### **6.1.1. 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.

#### **6.1.2. Table of Contents:**

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

#### **6.1.3. Letter of Interest:**

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's comprehension of the project and a positive commitment to provide the services described herein. (Maximum 2 pages, 8.5" x 11" single-sided). In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

#### **6.1.4. Understanding of the Project:**

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community. (Maximum 10 pages, 8.5" x 11", single-sided).

#### **6.1.5. Organizational Chart and Principal/Key Team Members:**

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that shall be designated as principals and/or key team members for the Proposer. The Proposer must commit that the principals and personnel named in the response shall 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 shall be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing (Maximum 1 page, 8.5" x 11", single-sided).

#### **6.1.6. Statement of Skills and Experience of Project Team:**

Provide resumes for key project team members and their experience of similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the

past 5 years) where the team members have performed projects with similar characteristics.

**6.1.7. Environmental/OSHA Compliance:**

Submit a complete history of all environmental/OSHA citations, violations, notices, and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations.

**6.1.8. Copy of Licenses or lists of Certifications:**

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

**6.1.9. 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.

**6.1.10. Unique Capabilities:**

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project, such as the ability to research and source obsolete replacement components. Provide verifiable examples of this with submittal and Customer References (Maximum 2 pages, 8.5" x 11", single-sided).

**6.1.11. 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 that no litigation exists within the past (5) years (Maximum 2 pages, 8.5" x 11" single-sided).

**6.1.12. References:**

Provide references (no more than 5 from past projects) of projects of similar scope, preferably similar to size and complexity. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

**6.1.13. Office Locations:**

Identify the office's location from which services shall be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary (Maximum 2 pages, 8.5" x 11" single-sided).

**6.2. Cost Proposal (Maximum 35 points)**

The Procurement and Contracts staff will evaluate this section. Proposers shall enter Lot I, II, and III costs and fees in the Attributes tab of the City's eBid System. The Proposer's entry will be tabulated using uniform sample quantities and received as a proposed sample Project Budget (PB).

The lowest PB will be awarded the maximum points for this section. Every other response will be given points proportionally to the lowest PB received.

**6.3. Local Business Program (Maximum 5 points)**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the 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:

**TIER 1 LOCAL VENDOR.**

**POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. 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.

**TIER 2 LOCAL VENDOR.**

**BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. 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 respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

**LOCAL VENDOR SUBCONTRACTOR.**

**POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the 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](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal 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 the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
  - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

#### **6.4. 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.

##### **6.4.1. City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

##### **6.4.2. Insurance**

The insurance described herein reflects the requirements deemed necessary for this contract by the City. This level of insurance does not necessarily have to be in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will speed the review process to determine the most qualified Proposer. The contractor is responsible for delivering to the City 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 the city as an additional insured on a primary basis on all such coverage.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right

to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City 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 the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

#### **TYPE OF INSURANCE LIMITS OF LIABILITY**

##### **GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

\_\_\_ explosion & collapse

hazard

\_\_\_ underground hazard

XX products/completed bodily injury and property damage combined operations hazard

XX contractual insurance bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined

XX independent contractor's personal injury

XX personal injury

\_\_\_ sexual abuse/molestation

\_\_\_ liquor legal liability

##### **AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

XX comprehensive form

XX owned

XX hired

XX non-owned

##### **REAL & PERSONAL PROPERTY:**

Comprehensive form

Agent must show proof they have this coverage.

**EXCESS LIABILITY:**

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate  
other than umbrella bodily injury and property damage combined

**PROFESSIONAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
\_\_\_ professional liability

If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

**ENVIRONMENTAL / POLLUTION LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
XX environmental/pollution liability

**CYBER LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
\_\_\_ Network Security / Privacy Liability  
\_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)  
\_\_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)  
\_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

1. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.

2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor 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 City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.

3. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of subrogation against the City, 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/contract to waive subrogation without an endorsement, then the contractor 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 that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.

5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions

set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

#### **6.5. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will in no way 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 in the eBid System before the established deadline for Proposal submission.

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

## **7. EVALUATION AND AWARD**

### **7.1. 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.

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

### **7.2. Evaluation Committee**

The City Manager 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 and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Repair and Maintenance Services Agreement.

### **7.3. Evaluation Process**

Procurement and Contracts Department staff will initiate the review of 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 Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
6.1	Proposer's Qualifications and Experience	60
6.2	Cost Proposal	35
6.3	Local Business Program	5

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 Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

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 into 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.

### **7.4. Tie Breaker:**

In case where 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) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

### **7.5. 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 for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

### **7.6. Committee's Recommendations:**

The Evaluation Committee may recommend rejecting any proposals or awarding the As-Needed Repair and Maintenance of Electrical Switchgears

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem 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, the City staff assigned to negotiate 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 recess the open public portion of the evaluation meeting and conduct the exempt 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 exempt 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 an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) 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 the City 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.

### **7.7. Negotiations:**

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into 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 the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom

the City is negotiating.

#### **7.8. Determination of Award:**

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

### **STANDARD PROVISIONS**

#### **7.9. RFP Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this 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.

The City 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. The City 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.

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

#### **7.10. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

#### **7.11. Withdrawal Of Proposals**

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

#### **7.12. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

#### **7.13. 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.

#### **7.14. Staff Assignment**

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

## **7.15. Contract Terms**

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

## **7.16. 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 duly executed writing.

## **7.17. 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 the City of Pompano Beach 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, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

## **7.18. 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, quality, and 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 the City with the City Manager's approval.

## **7.19. 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.

## **7.20. Hold Harmless and Indemnification**

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

## **7.21. 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 the City in writing.

#### **7.22. 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.

#### **7.23. Termination**

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

#### **7.24. 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 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

#### **7.25. Relationship to the City**

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be 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 the City.

#### **7.26. Cone of Silence**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). 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 Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

#### **7.27. Communications**

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

#### **7.28. 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 an 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.

#### **7.29. 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 the City 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 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 using the Questions feature in the eBid System. 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 City 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 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 the City Commission 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.

#### **7.30. 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 City'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, the City'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 the City to the Contractor pursuant to the agreement/contract. The City'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. The City'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 of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

#### **7.31. No Discrimination**

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

#### **7.32. Drug-Free Workplace**

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

#### **7.33. 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.

#### **7.34. 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 the City 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 the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

#### **7.35. Price Adjustments**

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

#### **7.36. Invoicing/Payment**

All invoices should be sent to the City of Pompano Beach, Water Treatment Plant Superintendent, 1210 NE 5<sup>th</sup> Avenue, Pompano Beach, Florida, 33060. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

#### **7.37. Taxes**

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

#### **7.38. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City 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.

#### **7.39. Public Records**

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the

service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

**7.40. Public Records Custodian:**

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253,  
Pompano Beach, Florida 33060  
(954) 786-4611**

**RecordsCustodian@copbfl.com**

## **8. ADDENDA**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, it will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

## **9. ATTACHMENTS AND EXHIBITS**

### **9.1. Appendix - City Forms**

Exhibit A - Local Business Participation Form  
Exhibit B - Letter of Intent Form  
Exhibit C - Local Business Unavailability Form  
Exhibit D - Good Faith Effort Form  
Exhibit E - Local Subcontractor Utilization Report  
Exhibit F – References  
Exhibit G - Contractor Performance Report  
Exhibit H - Disclosure Of Potential Conflict Of Interest And Conflicting Employment Or Contractual Relationship