



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS**

**E-23-23
LANDSCAPE MAINTENANCE SERVICES**

OPENING: JUNE 21, 2023, 2:00:00 P.M.

**Virtual Zoom Meeting
For access go to:**

<https://pompanobeachfl.gov/pages/meetings>

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR
QUALIFICATIONS E-23-23

LANDSCAPE MAINTENANCE SERVICES

The City is seeking qualified landscape contractors to provide comprehensive landscape installation and maintenance services to be carried out at City's staff discretion at various locations including, but not limited to, public parks, City-owned buildings and facilities, roadways, etc., and as requested by the City over the term of the contract. The City intends to award a five (5) year contract that may be renewed at the City's discretion for an additional five (5) years, or parts thereof.

The City will receive sealed proposals until **2:00 P.M. (local), June 21, 2023**. 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 and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City intends to issue a contract to as many as many as three (3) landscape contractors to provide services to the City for the installation and maintenance of landscape materials. This intent is to retain firms that can provide supplemental services to the Public Works Department as directed. The City intends to rank all proposals received and short-list no less than three (3) firms. If the City is unable to come to terms with any of the ranked firms, the City may choose to re-advertise and seek a new pool of applicants.

• **Scope of Services**

The City intends to issue as many as three (3) contracts to a landscape contractor to provide services to the City for the installation and maintenance of landscape materials City-wide.

The Scope of Services may include, but is not limited, to the following:

- Assist registered landscape architects or other licensed professionals with design plans related to landscape features (i.e., specimen selection, soil mix, maintenance programs, etc.). Assistance shall be based on field experience and on an as needed basis. Generate and adhere to project schedules pertaining to the installation and maintenance of materials; assist City staff with feasibility analyses to determine planting survival rates and applications; compile preliminary cost estimates or quotes for budgeting purposes; assist City staff and licensed professionals to Identify any design restrictions resulting from lack of right-of-way or unusual field conditions; and, assist City staff and licensed professionals to confirm right-of-way availability to complete landscape installation and maintenance work in accordance with desirable cross-sections and plans.

- Assist City staff and licensed design professionals to identify any tests that may be necessary to carry out a sound landscape design including soils analysis and mix, permeability/percolation, density, etc. If necessary, and as directed by City staff, procure testing services by licensed professionals as deemed necessary. Recommendations should be provided based on field experience and on an as needed basis.

- Conduct short and long-term maintenance and warranty services for work performed during the contract term. Provide maintenance plans in accordance to City staff's requests. Terms of said maintenance plans shall be as per City staff's requirements in 12-months increments unless otherwise instructed.

- Provide arbor services including trimming; removal; relocation; stump removal and grinding; bracing and cabling; corrective pruning; canopy reduction; root barriers, bio barriers and Silva cells installation; specimen selection and procurement. These activities shall be as per City standards and coordinated with designated City staff.

- Assist licensed design professionals to prepare diagrams and carry out installation of irrigation equipment; maintain and monitor said equipment for proper functioning and to prevent excessive use of potable or reclaim water as directed by City staff. This activity shall be coordinated with City's designated staff and managing Departments such as Public Works, Facilities, Utilities and Engineering. Recommendations should be provided based on field experience and on an as needed basis.

- Carry out land clearing and grubbing services, excavation and soil installation as directed by City staff.

- Provide fertilization and pest control services to maintain landscape materials as directed by City staff.

- Install sod and natural turf materials as needed and directed by City staff. Treat said materials with approved products to avoid insect infestation, etc. This activity shall be coordinated with and as directed by designated City staff.

- Provide grass/ground grading including laser grading. This activity shall be coordinated with and as directed by designated City staff. This activity may require further coordination with the Parks and Public Works Departments.
- Provide mulch and ground coverage services as needed. This activity shall be coordinated with and as directed by designated City staff. This activity may require further coordination with the Parks and Public Works Departments.

The selected firms must have previous experience in landscape related projects, and must be licensed to provide the above referenced services in the State of Florida. At a minimum, the applicant (and/or his team) should possess the following licenses:

- Broward County Tree Trimmer license. Note: the requirement to secure this license will be discontinued effective on July 1, 2023 as per Broward County adopted guidelines and regulations.
- State of Florida Department of Business and Professional Regulation - Irrigation Specialty Contractor's license.
- State of Florida Department of Agriculture and Consumer Services - Commercial Fertilizer Applicator License
- State of Florida Department of Agriculture and Consumer Services - Dealer in Agriculture Products License (to be duly authorized to purchase trees, plants, etc.)

Selected firm shall be responsible for all aspects of permitting and approvals as directed except for specific requirements beyond their scope of work. This section refers to preparation of permit applications and usage of design plans or sketches generated by a State of Florida licensed professional (whether in paper or electronic submittals), minimum number of site inspections, close-outs, progress meetings, change orders' review, etc., as it may be deemed necessary for project closure.

Firms must have previous municipal experience. Selected contractor(s) must demonstrate knowledge of municipal work by submitting evidence of work in Pompano Beach and/or any other government agency in the tri-county area (Miami-Dade, Broward, and Palm Beach counties). The firm must demonstrate to have been providing the same type of services for no less than 5 years. The firm must demonstrate work for government agencies for no less than 3 years. This includes work as a prime or sub-prime. A minimum of five (5) projects for government agencies is required. Pompano Beach-based firms will receive preference as per the City's Local Business Program (see below).

Firms must possess the necessary equipment to carry out the work. Firms must submit a list of equipment that will be available for the various tasks. Alternatively, a contractor may be authorized to lease the equipment.

Firms shall be expected to coordinate with Public Works all aspects of specimen selection and procurement. Public Works may, at the Department's discretion, choose to use materials stored in their facilities or purchase materials from other nurseries. If desired, Public Works

may direct the Applicants to obtain quotes from other nurseries and authorize the Applicant to acquire materials subject to agreeing on pricing, delivery costs, etc.

- **Tasks/Deliverables**

Firms may be required to submit progress reports and/or meet with City staff at various intervals during an assignment or as directed. Firms will adhere to the State of Florida licensed professional generated design plans and will conduct work as directed by City staff and in accordance with applicable Building codes. Firms will provide onsite supervision of their own staff on an as needed basis and/or as required by City staff for project control and closure. Firms may be required to provide site controls at all times to prevent vandalism, theft, damages to equipment, etc.

The selected firm(s) may be asked to provide a detailed schedule with specific milestones to complete the various tasks. Said schedule shall be coordinated with designated City staff.

The selected firm(s) shall refer to punchlist items in need of correction as generated by the designated City staff or inspector supervising the project or by the State of Florida licensed professional in charge of the project as deemed necessary. Work to correct any deficiencies shall not be delayed or deferred unless otherwise instructed by the designated City staff or State of Florida licensed professional.

All work shall be inspected or caused to be inspected in accordance with applicable City of Pompano Code of Ordinances and State of Florida applicable Building codes unless otherwise instructed. The selected firm(s) shall avail themselves and shall observe all applicable standards and regulations. Should a conflict arise, that may deem the work inappropriate or inadequate, or should there be any doubts as to whether any work to be performed meets applicable codes, the firm(s) shall bring it to the attention of the designated City staff immediately. Work that is non-compliant shall be rejected and deemed non-compensable.

- **Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission. The Committee will rank responses based upon the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm 	0-45

	d. Previous projects performed for the City e. Litigation within the past 5 years arising out of firm's performance	
2.	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-30
3.	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15
4.	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985?	0-10
	Total	0-100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

SECTION II

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

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

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that

the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

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

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

- **Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach 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 which 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 of Pompano Beach 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 of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal 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 of Pompano Beach 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 bid or proposal 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 of Pompano Beach. 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 of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr) [HYPERLINK](http://www.pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr)
["http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr"](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr) [HYPERLINK](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr)
["http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr"](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr) [HYPERLINK](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr)
["http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr"gov](http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach'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 required goal for this Solicitation is 15% 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 firms 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 preferences as follows:

- 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.
- 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 five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
- 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 that all requirements are met before execution of a contract.

• **Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer’s understanding of the project and express a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address

- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Project Team Form:

Submit a completed “Project Team” form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically describe the firm(s) typical management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the type of project described in the Narrative section of this RFQ. Include the experience of the 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 and describe five (5) projects successfully completed by the firm within the past five (5) years that involved landscape maintenance for a government agency. For each project, identify the project name, location, size, and completion date. Describe the nature of each project. Provide at least one reference for each project, including a contact name and telephone number.

Resumes of Key Personnel:

Include resumes of key personnel for prime and subconsultants. Submit copies of resumes of the proposed team members. The team members shall possess the minimum credentials to provide the services requested in this solicitation. At a minimum, the members shall be able to demonstrate no less than five (5) years of experience in the business. Special consideration will be given to teams that possess experience working with government agencies for a period of three (3) or more years and have performed identical services with proven results.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) 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 respondent’s activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or 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, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Complete Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit E and include all certificates in your electronic submittal.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Labor Costs:

The Proposer shall include hourly rates for assigned personnel and explain whether said rates will be subject to Cost of Living increases (COLA). Labor costs may be renegotiated after contract execution with approval by the City Manager or designee, and subject to proper justification.

Unit Pricing Related to Equipment:

The Proposer shall include unit costs for specified equipment (if owned) including depreciation rates, if applicable. If Applicant does not own necessary equipment, then unit prices shall be as per current market rates with reasonable escalation rates. These rates may be renegotiated after contract execution with approval by the City Manager or designee, and subject to proper justification.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- Bank letters/statements for the past 3 months
- Balance sheet, profit and loss statement, cash flow report
- IRS returns for the last 2 years
- Letter from CPA showing profits and loss statements (certified)

- **Insurance Requirements**

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver 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 on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. 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 CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability	
	Per Occurrence	Aggregate
GENERAL LIABILITY:		
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$2,000,000
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
XX explosion & collapse hazard		
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— CG2010	ongoing operations (or its' equivalent)	
— CG 2037	completed operations (or its' equivalent)	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

— comprehensive form Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	professional liability		\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	environmental/pollution liability		\$1,000,000	\$1,000,000
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CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

			\$1,000,000	\$1,000,000
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- ___ 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.

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their 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, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

- Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right 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 to waive subrogation without an endorsement, then PROPOSER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should PROPOSER enter into such an agreement on a pre-loss basis.

- **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.

- **Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner'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 his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

- **Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, 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 Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the 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 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 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 that is compatible with the information technology systems of the City.

- **Communications**

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

- **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.

- **Independent Contractor**

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

- **Staff Assignment**

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

- **Contract Terms**

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

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

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

of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

- **Waiver**

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

- **Survivorship Rights**

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

- **Termination**

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

- **Manner of Performance**

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

required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

- **Acceptance Period**

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

- **Conditions and Provisions**

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

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

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

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

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

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

- **Standard Provisions**

1. **Governing Law**

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

2. **Licenses**

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

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

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

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

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. 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 Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the 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 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 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 that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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**

- **Questions and Communication**

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

- **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 addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 7864098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

- **Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.