

# SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach ("City") and A-Excellent Service, Inc., a Florida corporation ("Contractor").

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Services and requirements set forth in Request for Proposals E-22-19 (Exhibit "A" the Solicitation Documents), the Insurance Requirements set forth in Exhibit "B", and the Contractor's Response (Exhibit "C"), all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. Purpose. City contracts with Contractor to provide HVAC maintenance and repair services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional four (1) one (1) year terms upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

**Services shall be rendered on an as needed basis and shall be charged in accordance with the rates provided under Exhibit C, and shall not exceed two hundred thousand dollars (\$200,000.00).**

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City upon completion of services.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be George Buenaventura and the Contractor's Contract Administrator shall be Loreen Weiss (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Contractor:** Loreen Weiss  
1000 W McNab Rd.  
Pompano Beach, FL 33069  
Office: (561) 383-3855  
Email: aexcellentserv@aol.com

**If to City:** George Buenaventura, Contract Administrator  
1190 NE 3<sup>rd</sup> Avenue, Building B  
Pompano Beach, FL 33060  
Office: (954) 786-4108  
Email: george.buenaventura@copbfl.com

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: (954) 786-5574  
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or



employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances

including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. 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:

1. Keep and maintain public records required by the City in order to perform the service.

2. 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.

3. 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.

4. 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](mailto:RecordsCustodian@copbfl.com)**

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that

party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

**CITY OF POMPAÑO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“CONTRACTOR”**

A-Excellent Service, Inc

Witnesses:

By: \_\_\_\_\_  
Walter Weiss Jr., President

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Walter Weiss Jr. as President of A-Excellent Service, Inc, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Service contract 8/13/2019 ACP



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-22-19**

**HVAC MAINTENANCE AND REPAIR SERVICES**

**MANDATORY PRE-PROPOSAL CONFERENCE:  
APRIL 30, 2019, 2:00 P.M.  
PUBLIC WORKS CONFERENCE ROOM  
1201 N.E. 5<sup>TH</sup> AVENUE  
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: May 22, 2019 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**



April 23, 2019

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-22-19  
HVAC MAINTENANCE AND REPAIR SERVICES

The City is seeking proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) firms to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

The City will receive sealed proposals until **2:00 p.m. (local), May 22, 2019**. 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 solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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.

**MANDATORY PRE-PROPOSAL CONFERENCE**

**A mandatory pre-proposal conference will be held on April 30, 2019 beginning at 2:00 P.M. (local) in the Public Works Conference Room 1201 N.E. 5th Avenue, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.**

**Introduction**

The City of Pompano Beach invites qualified and experienced contractors to submit proposals to establish a Term Contract for HVAC Mechanical Contractor(s) to provide the City with HVAC Maintenance and repair services. These services shall include heating and ventilation, air conditioning and refrigeration.

**A. Scope Of Services**

**1. General**

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance and repairs as required by the City. Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as installations regularly found in the HVAC field including but not limited to:

Cooling Towers  
Exhaust Systems

Chilled Water Systems  
Duct Work

Water Pumps  
 Condensing Units  
 Evaporator Units  
 Ice Machines

Window/through wall A/C Systems  
 Heat Pumps  
 Air Handlers  
 Axial Fans

## **2. City's Responsibilities**

- a.** The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b.** The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.
- c.** The City shall allow access to restroom facilities for use by Contractor's employees.
- d.** The City's Facilities Manager or his designee will inspect and accept work performed by Contractor before payment of services is made.

## **3. Contractor's Responsibilities**

- a.** The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms and conditions of this RFP.
- b.** The Contractor shall provide maintenance, repairs and replacements of any HVAC, refrigeration and ice machine equipment including but not limited to, control and starter panels, low voltage controls, motors, compressors, trouble shooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.
- c.** Contractor shall ensure all work is installed straight, level, plumb and in a skillful manner.
- d.** Contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractors behalf.
- e.** Contractor shall be responsible for correction/replacement, according to local codes and Cities satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc. broken or damaged as the result of the contractor's operations.
- f.** Design and install HVAC systems for commercial and residential structures as required by the City.
- g.** Provide other typical HVAC Maintenance and Repair Services as required by the City.

- h. Establish monthly, quarterly or annual preventive inspection services as required by the City.
- i. The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.
- j. Call-Out Procedures:
  - i. The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.
  - ii. The Contractor shall be responsible to dispatch the proper level of HVAC Technicians (Master, Journeyman and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs, the City shall not be charged for the hourly rate of the Master Technician.
  - iii. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.
  - iv. The Contractor shall be responsible to respond to multiple service calls as required by the City.

**k. Response Time:**

<b>Non-Emergency Request for Services</b>
Contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays).
<b>Emergency Request for Services 24 hours/7 days a week</b>
Contractor must be on site within must be on site within two (2) hours of request regardless of time or day, including holidays.
<b>Notification of Arrival Time for Services</b>
Contractor must notify of estimated arrival time to the City's Facilities Manager or his designee within one (1) hour of the initial service request by the City.

- I. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.

- m. If any job cannot be completed in one (1) working day, contractor will notify the City, then the work area must be cleaned and secured at the end of the work day. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.
- n. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- o. Following the completion of any new installations or upon the City's request, "as-built drawings" shall be submitted if any electrical changes are made.
- p. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- q. Written invoices shall be submitted for all jobs as follows:
  - A copy of the service tickets.
  - Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
  - Within seven (7) days following the close of the next immediate business day.
- r. The Contractor shall provide service tickets with the following information:
  - Description of problem
  - Description of service performed
  - Location where service was performed
  - Parts and/or material used, if any
  - Name of Electrician(s) who performed the service
  - Date of service (start and completion time)
  - Signature of an authorized City employee

#### **4. Required Equipment**

- a. The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.
  - Boom Truck (35 – 40 Ton)
  - Crane (55 – 60 Ton)
- b. Proposers shall provide hourly cost for required equipment and other equipment listed on Proposal Schedule page PP-6. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Proposal Schedule page PP-6.

#### **5. Parts and/or Materials**

- a. In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials

used in each service request. The cost-plus mark-up for parts and/or materials shall not exceed the percentage indicated on the Schedule of Proposal Pricing, Page PP-6.

- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

## **6. Quality Assurance**

Contractor shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included in the RFP:

- a. Occupation license issued in Broward County must be submitted with or prior to RFP submittal.
- b. Provide required current State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license held by your company.
- c. A photocopy of your licenses shall be included with RFP submittal.

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

## **7. Personnel**

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

## **8. Vehicles**

Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

## **9. Protection of Property**

- a. The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

#### **10. Maintenance of Pedestrian and Vehicle Traffic**

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.
- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

#### **B. Tasks/Deliverables**

The undersigned hereinafter called the Proposer, hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein.

<b>LOT I – HOURLY COST ON LABOR</b>		
<b>Item #</b>	<b>Description</b>	<b>Hourly Cost</b>
<b>A.</b>	<b>During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays.</b>	
1	Master Air Conditioning Technician	\$ _____
2	Journeyman Air Conditioning Technician	\$ _____
3	Apprentice Air Conditioning Technician	\$ _____
<b>B.</b>	<b>After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays.</b>	
4	Master Air Conditioning Technician	\$ _____
5	Journeyman Air Conditioning Technician	\$ _____
6	Apprentice Air Conditioning Technician	\$ _____

<b>C.</b>	<b>Weekends, Saturday and Sunday, Regardless of Time</b>	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____
<b>D.</b>	<b>Holidays, Regardless of Time</b>	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____

<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.	_____ %

<b>LOT III – EQUIPMENT</b>			
<b>Item #</b>	<b>Description</b>	<b>Do you own or rent this equipment?</b>	<b>Hourly Cost</b>
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____

**C. Term of Contract**

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for three (3) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

**D. 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:

1. **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.
2. **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.
3. **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) 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 RFP 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 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 a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). 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 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.

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

**E. Required Proposal Submittal**

**Submission/Format Requirements**

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 100 MB. If the file size exceeds 100 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. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP 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.

**F. Insurance**

CONTRACTOR 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.

CONTRACTOR 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.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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

CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	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 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	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
<hr/>	
<b>AUTOMOBILE LIABILITY:</b>	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	
<hr/>	
<b>REAL &amp; PERSONAL PROPERTY</b>	
___ comprehensive form	Agent must show proof they have this coverage.
<hr/>	
<b>EXCESS LIABILITY</b>	Per Occurrence Aggregate
___ other than umbrella	bodily injury and property damage combined
	\$1,000,000 \$1,000,000
<hr/>	
<b>PROFESSIONAL LIABILITY</b>	Per Occurrence Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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**CYBER LIABILITY**

Per Occurrence Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
___	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.		

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C. Employer's Liability. If required by law, CONTRACTOR 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 CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) 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. CONTRACTOR 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 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 which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**G. 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.

Proposals will be evaluated using the following criteria.

<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1 Experience and Expertise</b> <ul style="list-style-type: none"> <li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-25
<b>2 References</b> <ul style="list-style-type: none"> <li>• History and performance of firm/project team on similar projects.</li> <li>• References and recommendations from previous clients.</li> </ul>	0-20
<b>3 Resources and Methodology</b> <ul style="list-style-type: none"> <li>• Adequacy of amount of quality resources assigned to the project.</li> <li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>• Financial resources.</li> </ul>	0-25
<b>4 Cost</b> <ul style="list-style-type: none"> <li>• Including the overall project-task budget and itemized cost breakdowns.</li> </ul>	0-30
<b>Total</b>	<b>0-100</b>

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

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

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 RFP, 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.

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.

#### **H. 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.

#### **I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. Contract Terms**

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

The contract shall include as a minimum, the entirety of this RFP 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.

**P. Waiver**

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

**Q. 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 representative, successors and assigns.

**R. Termination**

The contract resulting from this RFP 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 RFP 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.

**S. Manner of Performance**

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 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.

**T. Acceptance Period**

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

**U. RFP 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 RFP 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 RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, 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.

## **V. Standard Provisions**

### **1. 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 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 RFP. 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. 3<sup>rd</sup> 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](mailto:RecordsCustodian@copbfl.com)**

**W. Questions and Communication**

All questions regarding the RFP 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 RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**X. 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 RFP 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) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

**Y. 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.



**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify





## Exhibit – Contractor Performance Report



**City of Pompano Beach, Purchasing Division**  
**1190 N.E. 3rd Avenue, Building C**  
**Pompano Beach, Florida, 33060**

### CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
3. Bid# & or P.O.#: \_\_\_\_\_
4. Contractor Name: \_\_\_\_\_
5. City Department: \_\_\_\_\_
6. Project Manager: \_\_\_\_\_
7. Scope of Work (Service Deliverables): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

#### **RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

<div> <div></div> <div>Ratings completed by (print name)</div> </div>	<div> <div></div> <div>Ratings completed by signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Department Head (print name)</div> </div>	<div> <div></div> <div>Department Head Signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Vendor Representative (print name)</div> </div>	<div> <div></div> <div>Contractor Representative Signature</div> </div>	<div> <div></div> <div>Date</div> </div>

Comments, corrective actions etc., use additional page if necessary:

[illegible]

## City of Pompano Beach Florida

### Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) (   )   -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) (   )   -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

**I certify that the above information is true to the best of my knowledge.**

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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### Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number \_\_\_\_\_

TO: \_\_\_\_\_  
 (Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Name of Local Business Contractor)

\_\_\_\_\_  
 (address)

\_\_\_\_\_  
 (address City, State Zip Code)

BY: \_\_\_\_\_  
 (Name)

LOCAL BUSINESS EXHIBIT "B"



LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # \_\_\_\_\_

I, \_\_\_\_\_  
 (Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESS(s) to bid work  
 (Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

\_\_\_\_\_ Did not bid in response to the invitation

\_\_\_\_\_ Submitted a bid which was not the low responsible bid

\_\_\_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

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2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

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3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

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---

7. List the Local Businesses you will utilize and subcontract amount.

	\$ _____
	\$ _____
	\$ _____

8. Other comments: \_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D" – Page 2

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LOCAL BUSINESS EXHIBIT "D"

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

CONTRACTOR 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.

CONTRACTOR 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.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR'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****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 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	

—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
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**AUTOMOBILE LIABILITY:**

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

☐ Minimum \$10,000/\$20,000/\$10,000  
(Florida's Minimum Coverage)

**REAL & PERSONAL PROPERTY**

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

Per Occurrence    Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in 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.

C. Employer's Liability. If required by law, CONTRACTOR 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 CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) 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. CONTRACTOR 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 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 which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



## E-22-19

### A-EXCELLENT SERVICE, INC

### Supplier Response

#### Event Information

Number: E-22-19  
 Title: HVAC Maintenance and Repair Services  
 Type: Request for Proposals  
 Issue Date: 4/23/2019  
 Deadline: 5/23/2019 02:00 PM (ET)  
 Notes: The City is seeking proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) firms to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

The City will receive sealed proposals until **2:00 p.m. (local), May 23, 2019**. 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 solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the e B i d S y s t e m a s a p d f a t : <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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.

### **MANDATORY PRE-PROPOSAL CONFERENCE**

**A mandatory pre-proposal conference will be held on April 30, 2019 beginning at 2:00 P.M. (local) in the Public Works Conference Room 1201 N.E. 5th Avenue, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.**

### **Contact Information**

Contact: Jeff English  
Address: 1190 NE 3rd Avenue  
Building C  
Purchasing  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Fax: (954) 786-4168  
Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)



**A-EXCELLENT SERVICE, INC Information**

Contact: loreen weiss  
 Address: 1000 W MCNAB RD  
 #127  
 POMPANO BEACH, FL 33069  
 Phone: (561) 383-3855 x33855  
 Fax: (561) 383-3241 x33855

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Walter Weiss Jr. (Jay)

*Signature*

aexcellentserv@aol.com

*Email*

*Submitted at 5/21/2019 2:02:14 PM*

**Requested Attachments****Proposal**

E-22-19 HVAC Maintenance & Repair Services.pdf

Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

**Local Business Program Forms**

Local Business Program forms.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

**T1\_T2\_ Local Business Form**

T1-T2 compliance form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

**Response Attachments****Certificate of Insurance.pdf**

Certificate of Insurance

**City of Pompano BTR.pdf**

Business Tax Receipt for City of Pompano Beach

**Drug free work place.pdf**

Drug Free Workplace Documents

**Licenses and certifications.pdf**

State License and Certifications

**Pompano Beach Business References.pdf**

Pompano Beach References

**Proposer information page.pdf**

Proposer Information Page

## Bid Attributes

### 1 Vendor Certification Regarding Scrutinized Companies Lists (Over \$1,000,000.00)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

### 2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

### 3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

### 4 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

# City of Pompano Beach, FL (Purchasing)

## Individual Award

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Contact Address	Jeff English 1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Contact Address
Email	jeffrey.english@copbfl.com	Telephone	(954) 786-4098	Telephone
Phone	(954) 786-4098	Fax	(954) 786-4168	Fax
Fax	(954) 786-4168	Email	purchasing@copbfl.com	Email
Bid Number	E-22-19			
Title	HVAC Maintenance and Repair Services			
Bid Type	RFP			
Issue Date	4/23/2019 10:30 AM (ET)			
Close Date	5/23/2019 02:00:00 PM (ET)			
Alternates				

Supplier Information		Supplier Notes
Company	A-EXCELLENT SERVICE, INC	
Contact Address	9121 North Military Trail #103	
Telephone	Palm Beach Gardens, FL 33410 (561) 383-3855 x33855	
Fax	(561) 383-3241	
Email		
Submitted	5/21/2019 03:02:13 PM (ET)	

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Award Total :    \$0.00



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-22-19**

**HVAC MAINTENANCE AND REPAIR SERVICES**

**MANDATORY PRE-PROPOSAL CONFERENCE:  
APRIL 30, 2019, 2:00 P.M.**

**PUBLIC WORKS CONFERENCE ROOM  
1201 N.E. 5<sup>TH</sup> AVENUE  
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: May 22, 2019 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

April 23, 2019

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-22-19  
HVAC MAINTENANCE AND REPAIR SERVICES

The City is seeking proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) firms to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

The City will receive sealed proposals until **2:00 p.m. (local), May 22, 2019**. 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 solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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.

**MANDATORY PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal conference will be held on **April 30, 2019 beginning at 2:00 P.M. (local)** in the Public Works Conference Room 1201 N.E. 5th Avenue, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

**Introduction**

The City of Pompano Beach invites qualified and experienced contractors to submit proposals to establish a Term Contract for HVAC Mechanical Contractor(s) to provide the City with HVAC Maintenance and repair services. These services shall include heating and ventilation, air conditioning and refrigeration.

**A. Scope Of Services**

**1. General**

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance and repairs as required by the City. Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as installations regularly found in the HVAC field including but not limited to:

Cooling Towers  
Exhaust Systems

Chilled Water Systems  
Duct Work

Water Pumps  
 Condensing Units  
 Evaporator Units  
 Ice Machines

Window/through wall A/C Systems  
 Heat Pumps  
 Air Handlers  
 Axial Fans

## **2. City's Responsibilities**

- a. The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b. The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.
- c. The City shall allow access to restroom facilities for use by Contractor's employees.
- d. The City's Facilities Manager or his designee will inspect and accept work performed by Contractor before payment of services is made.

## **3. Contractor's Responsibilities**

- a. The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms and conditions of this RFP.
- b. The Contractor shall provide maintenance, repairs and replacements of any HVAC, refrigeration and ice machine equipment including but not limited to, control and starter panels, low voltage controls, motors, compressors, trouble shooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.
- c. Contractor shall ensure all work is installed straight, level, plumb and in a skillful manner.
- d. Contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractors behalf.
- e. Contractor shall be responsible for correction/replacement, according to local codes and Cities satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc. broken or damaged as the result of the contractor's operations.
- f. Design and install HVAC systems for commercial and residential structures as required by the City.
- g. Provide other typical HVAC Maintenance and Repair Services as required by the City.

- h. Establish monthly, quarterly or annual preventive inspection services as required by the City.
- i. The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.
- j. Call-Out Procedures:
  - i. The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.
  - ii. The Contractor shall be responsible to dispatch the proper level of HVAC Technicians (Master, Journeyman and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs, the City shall not be charged for the hourly rate of the Master Technician.
  - iii. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.
  - iv. The Contractor shall be responsible to respond to multiple service calls as required by the City.
- k. **Response Time:**

<b>Non-Emergency Request for Services</b>
Contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays).
<b>Emergency Request for Services 24 hours/7 days a week</b>
Contractor must be on site within must be on site within two (2) hours of request regardless of time or day, including holidays.
<b>Notification of Arrival Time for Services</b>
Contractor must notify of estimated arrival time to the City's Facilities Manager or his designee within one (1) hour of the initial service request by the City.

- l. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.



- m. If any job cannot be completed in one (1) working day, contractor will notify the City, then the work area must be cleaned and secured at the end of the work day. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.
- n. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- o. Following the completion of any new installations or upon the City's request, "as-built drawings" shall be submitted if any electrical changes are made.
- p. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- q. Written invoices shall be submitted for all jobs as follows:
  - A copy of the service tickets.
  - Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
  - Within seven (7) days following the close of the next immediate business day.
- r. The Contractor shall provide service tickets with the following information:
  - Description of problem
  - Description of service performed
  - Location where service was performed
  - Parts and/or material used, if any
  - Name of Electrician(s) who performed the service
  - Date of service (start and completion time)
  - Signature of an authorized City employee

#### **4. Required Equipment**

- a. The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.
  - Boom Truck (35 – 40 Ton)
  - Crane (55 – 60 Ton)
- b. Proposers shall provide hourly cost for required equipment and other equipment listed on Proposal Schedule page PP-6. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Proposal Schedule page PP-6.

#### **5. Parts and/or Materials**

- a. In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials



used in each service request. The cost-plus mark-up for parts and/or materials shall not exceed the percentage indicated on the Schedule of Proposal Pricing, Page PP-6.

- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

## **6. Quality Assurance**

Contractor shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included in the RFP:

- a. Occupation license issued in Broward County must be submitted with or prior to RFP submittal.
- b. Provide required current State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license held by your company.
- c. A photocopy of your licenses shall be included with RFP submittal.

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

## **7. Personnel**

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

## **8. Vehicles**

Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

## **9. Protection of Property**

- a. The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

**10. Maintenance of Pedestrian and Vehicle Traffic**

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.
- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

**B. Tasks/Deliverables**

The undersigned hereinafter called the Proposer, hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein.

LOT I – HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
<b>A.</b>	<b>During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays.</b>	
1	Master Air Conditioning Technician	\$ 50.00
2	Journeyman Air Conditioning Technician	\$ 35.00
3	Apprentice Air Conditioning Technician	\$ 20.00
<b>B.</b>	<b>After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays.</b>	
4	Master Air Conditioning Technician	\$ 50.00
5	Journeyman Air Conditioning Technician	\$ 35.00
6	Apprentice Air Conditioning Technician	\$ 20.00

NO ADDITIONAL  
CHARGE FOR  
AFTER HOURS

<b>C.</b>	<b>Weekends, Saturday and Sunday, Regardless of Time</b>	
7	Master Air Conditioning Technician	\$ 50.00
8	Journeyman Air Conditioning Technician	\$ 35.00
9	Apprentice Air Conditioning Technician	\$ 20.00
<b>D.</b>	<b>Holidays, Regardless of Time</b>	
7	Master Air Conditioning Technician	\$ 50.00
8	Journeyman Air Conditioning Technician	\$ 35.00
9	Apprentice Air Conditioning Technician	\$ 20.00

LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item #	Description	Percentage Mark-up
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work.	20 %

LOT III – EQUIPMENT			
Item #	Description	Do you own or rent this equipment?	Hourly Cost
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="radio"/> Rent <input checked="" type="radio"/>	\$ 100.00
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="radio"/> Rent <input checked="" type="radio"/>	\$ 150.00

**C. Term of Contract**

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for three (3) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.



In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

**D. 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:

1. **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.
2. **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.
3. **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) 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 RFP 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 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 a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). 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 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.

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

**E. Required Proposal Submittal**

**Submission/Format Requirements**

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 100 MB. If the file size exceeds 100 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. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP 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.

**F. Insurance**

CONTRACTOR 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.

CONTRACTOR 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.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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



CONTRACTOR's negligent acts or omissions in connection with Contractor'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
<b>GENERAL LIABILITY:</b>	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 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	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
<hr/>	
<b>AUTOMOBILE LIABILITY:</b>	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	
<hr/>	
<b>REAL &amp; PERSONAL PROPERTY</b>	
___ comprehensive form	Agent must show proof they have this coverage.
<hr/>	
<b>EXCESS LIABILITY</b>	Per Occurrence Aggregate
___ other than umbrella	bodily injury and property damage combined
	\$1,000,000 \$1,000,000
<hr/>	
<b>PROFESSIONAL LIABILITY</b>	Per Occurrence Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the E-22-19



termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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CYBER LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
___ 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.		

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C. Employer's Liability. If required by law, CONTRACTOR 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 CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) 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. CONTRACTOR 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 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 which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **G. 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.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
<b>1 Experience and Expertise</b> <ul style="list-style-type: none"> <li>Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-25
<b>2 References</b> <ul style="list-style-type: none"> <li>History and performance of firm/project team on similar projects.</li> <li>References and recommendations from previous clients.</li> </ul>	0-20
<b>3 Resources and Methodology</b> <ul style="list-style-type: none"> <li>Adequacy of amount of quality resources assigned to the project.</li> <li>Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>Financial resources.</li> </ul>	0-25
<b>4 Cost</b> <ul style="list-style-type: none"> <li>Including the overall project-task budget and itemized cost breakdowns.</li> </ul>	0-30
<b>Total</b>	<b>0-100</b>

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

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

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 RFP, 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.

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.

#### **H. 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.

#### **I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. Contract Terms**

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

The contract shall include as a minimum, the entirety of this RFP 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.

**P. Waiver**

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

**Q. 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 representative, successors and assigns.

**R. Termination**

The contract resulting from this RFP 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 RFP 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.

**S. Manner of Performance**

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 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.

**T. Acceptance Period**

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

**U. RFP 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 RFP 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 RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, 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.

## **V. Standard Provisions**

### **1. 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 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 RFP. 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. 3<sup>rd</sup> 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**

**W. Questions and Communication**

All questions regarding the RFP 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 RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**X. 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 RFP 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) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

**Y. 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.



REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: A- EXCELLENT SERVICE, INC

Vendor FEIN: 65-0692328

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



**Exhibit – Contractor Performance Report**



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
3. Bid# & or P.O.#: \_\_\_\_\_
4. Contractor Name: \_\_\_\_\_
5. City Department: \_\_\_\_\_
6. Project Manager: \_\_\_\_\_
7. Scope of Work (Service Deliverables): \_\_\_\_\_  
\_\_\_\_\_  
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**Exhibit – Contractor Performance Report**

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

<div> <div></div> <div>Ratings completed by (print name)</div> </div>	<div> <div></div> <div>Ratings completed by signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Department Head (print name)</div> </div>	<div> <div></div> <div>Department Head Signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Vendor Representative (print name)</div> </div>	<div> <div></div> <div>Contractor Representative Signature</div> </div>	<div> <div></div> <div>Date</div> </div>

Comments, corrective actions etc., use additional page if necessary:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.

Project Name <sup>(1)</sup>	Contract Number and Work Order Number (if applicable) <sup>(2)</sup>		
Report Number <sup>(3)</sup>	Reporting Period <sup>(4)</sup> to	Local Business Contract Goal <sup>(5)</sup>	Estimated Contract Completion Date <sup>(6)</sup>
Contractor Name <sup>(7)</sup>		Contractor Telephone Number <sup>(8)</sup> (   ) -	Contractor Email Address <sup>(9)</sup>
Contractor Street Address <sup>(10)</sup>	Project Manager Name <sup>(11)</sup>	Project Manager Telephone Number <sup>(12)</sup> (   ) -	Project Manager Email Address <sup>(13)</sup>

Local Business Payment Report						
Federal Identification Number <sup>(14)</sup>	Local Subcontractor Business Name <sup>(15)</sup>	Description of Work <sup>(16)</sup>	Project Amount <sup>(17)</sup>	Amount Paid this Reporting Period <sup>(18)</sup>	Invoice Number <sup>(19)</sup>	Total Paid to Date <sup>(20)</sup>
<b>Total Paid to Date for All Local Business Subcontractors <sup>(21)</sup></b>						<b>\$ 0.00</b>

I certify that the above information is true to the best of my knowledge.

I hereby certify that the above information is true to the best of my knowledge.			
Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)



### Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS EXHIBIT "A"  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: E-22-19 HVAC MAINT & REPAIR SERVICE

Prime Contractor's Name: A-EXCELLENT SERVICE, INC.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount
OK TIRE - 3381 N DIXIE HWY, POMPANO BCH FL	954-601-4223 GREG	TRUCK TIRES & FLEET SERVICE	900.00
BADGER FAB - 3450 NE 6TH TERR POMPANO BCH, FL	954-942-5277 TONY	A/C METAL DUCT WORK & FABRICATION	14,000.00
GOODMAN DISTR - N PARK CENTRAL POMPANO BCH, FL	954-984-4848 KENNY	A/C EQUIPMENT, SUPPLIES, FREON, MATERIAL	39,000.00
TRANE - 2103 SW 3RD STREET POMPANO BEACH, FL	954-360-7707	A/C EQUIPMENT, SUPPLIES, FREON, MATERIAL	8,600.00
LENNOX - 1736 N PARK CENTRAL POMPANO BEACH, FL	954-283-3440	A/C EQUIPMENT, SUPPLIES, FREON, MATERIAL	4,100.00
GEMAIRE DIST. - 1708 N PARK CENTRAL POMPANO BEACH, FL	954-917-4160 JOHN	RHEEM A/C EQUIPMENT, SUPPLIES, FREON, MATERIAL	130,000.00
CARRIER ENT. - 3250 N PARK CENTRAL POMPANO BEACH, FL	954-247-2051 MELISSA	A/C EQUIPMENT, SUPPLIES, FREON, MATERIAL	74,000.00
BAKER DISTR - 751 NW 33RD ST POMPANO BEACH, FL	954-691-0210 ROB	COMM ICE MAKER, FREEZER, EQUIP & SUPPLIES	21,000.00
ECONOMIC MOTORS - 870 SW 12TH AVE POMPANO BEACH, FL	954-786-9090	A/C MOTORS, EXHAUST FANS & SUPPLIES	1,600.00
GRAINGER - 2131 SW 2ND ST POMPANO BEACH, FL	954-524-4374	HVAC ELECTRICAL & SUPPLIES	3,200.00
LOWES - 1851 N FEDERAL HWY POMPANO BEACH, FL	954-545-7381	PVC, PLUMBING, HARDWARE CONTRACTOR TOOLS	5,000.00

2018 AMOUNT SPENT WITH VENDOR IN  
POMPANO BEACH

LOCAL BUSINESS EXHIBIT "A"

32

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number E-22-19

A-EXCELLENT SERVICE, INC

TO: \_\_\_\_\_  
 (Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to sell commodities or perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

☒ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

ALL HVAC SERVICES AS NEEDED PER HVAC MAINTENANCE AND REPAIR SERVICES.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

at the following price: \_\_\_\_\_

5/20/19  
 (Date)

A-EXCELLENT SERV. INC  
 (Name of Local Business Contractor)

1000 W MC NAB #127  
 (address)

POMPANO BEACH 33069  
 (address City, State Zip Code)

BY: WALTER WEISS JR (JAY)  
 (Name)

Subcontractor Signature



LOCAL BUSINESS EXHIBIT "C"LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # E-22-19

I, A-EXCELLENT SERVICE.  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address

Work Items Sought

Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

N/A

Said Local Businesses:

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.



LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # E-22-19

1. What portions of the contract have you identified as Local Business opportunities?

ALL HVAC MATERIALS, EQUIPMENT AND  
SUPPLIES.

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

PLEASE SEE THE ATTACHED LIST OF  
LOCAL VENDORS USED DAILY.

3. Did you send written notices to Local Businesses?

☐ Yes ☒ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☒ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

OPEN BUSINESS ACCOUNTS WITH LOCAL BUSINESS  
PLEASE SEE ATTACHED LIST.

7. List the Local Businesses you will utilize and subcontract amount.

<u>PLEASE SEE ATTACHED</u>	\$ _____
<u>LIST OF VENDORS</u>	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2

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LOCAL BUSINESS EXHIBIT "D"

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: A-EXCELLENT SERVICE INC

Policy Number: 001-WC18A-64974

Agency Name: 2007, Innovative Ins Consultants Inc

## PREMIUM CALCULATION

Extension of Information Page WC 00 00 01 A Item 4: FLORIDA

Classification	Code	Estimated Remuneration	Rate	Premium
HVAC & REFRIG SYS I/S/R & D	5537	\$283,886	\$7.22	\$20,498
CLERICAL NO DUTIES OUT OF OFC	8810	\$86,933	\$.23	\$200
Manual Premium .....				\$20,698
Plus: Employers Liability Increased Limits .... 1.40% ...				\$291
Premium Subject to Experience Modification .....				\$20,989
★ Less: Safety Credit .....				\$422 ★
★ Less: Drug Free Workplace .....				\$1,028 ★
Experience Modification Factor .....				0.86
Standard Premium .....				\$16,804
Less: Premium Discount .....				\$618
Plus: Expense Constant .....				\$160
Plus: Terrorism .....				\$38
Estimated Annual Premium .....				\$16,383

DRUG FREE WORK PLACE.



# **CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT**

Employer Name: A-EXCELLENT SERVICE, INC.

Name of Contact Person: LOREEN A WEISS Telephone #: 561-383-3855

Policy #: 64974 Effective Date of Policy: 08/26/18

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

- |   |                             |
|---|-----------------------------|
| 1) Written safety policy and safety rules | 5) First aid                |
| 2) Safety inspections                     | 6) Accident investigation   |
| 3) Preventive maintenance                 | 7) Necessary record keeping |
| 4) Safety training                        |                             |

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any false, incomplete, or misleading information. I attest to the accuracy of the information submitted. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that any person who submits an application that contains false, misleading, or incomplete information provided with the purpose of avoiding or reducing the amount of premiums for workers' compensation coverage is a felony of the second degree, punishable as provided in Sections 775.082, 775.083 or 775.084 Florida Statutes, or as otherwise punishable as provided under the law.

State of Florida  
County of Palm Beach

Loreen A. Weiss

(Signature)

Loreen A. Weiss, V.P.

(Print Name and Title)

July 24, 2018

(Date)

Sworn to, or affirmed, and subscribed before me

this 24 day of JULY

20 18, by Karen R Kelly

Karen R Kelly

(Signature of Notary)



Oct 14, 2019 FF 927423

(Expiration Date and Number)

(NC3011)  
Form SAFETY 09-3

**ICE TO EMPLOYER:** If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

### APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: A-EXCELLENT SERVICE, INC

Date Program Implemented: 8/26/18 POL# 64974

#### Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- ☒ Job applicant
 ☐ Routine fitness for duty  
☒ Reasonable suspicion
 ☐ Follow-up testing to Employee Assistance Program

#### Notice of Employer's Drug Testing Policy:

- ☒ Copy to all employees prior to testing  
☒ Posted on employer's premises  
☒ Copy to job applicants prior to testing  
☒ General notice given 60 days prior to testing  
☐ Show notice of drug testing on vacancy announcements  
☒ Copies available in personnel office or other suitable locations  
☐ No notice required because the employer had a drug testing program in place prior to July 1, 1990

#### Education:

- ☐ Resource file on providers  
☐ Employee Assistance Program  
☐ Education

Name of Medical Review Officer: \_\_\_\_\_

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: QUEST DIAGNOSTICS

B. Phone No.: (866 ) 697-8378

C. Address: 2051 45TH ST SUITE 107 WEST PALM BEACH 33407

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

A Excellent Service Inc

Employer Name

7-24-18

Date

Karen A. Kelly

Officer/Owner Signature\*

V.P.

Title

\* Application must be signed by an officer or owner.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM

Karen R Kelly  
Notary Public's Signature

7-24-18

Date

Oct 14, 2019

Expiration of Commission

(NC3010)

Form 09-01 Revised 7/04

© 2004 National Council on Compensation Insurance, Inc.

DOCU STATE REV 8/04 (04-435)





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

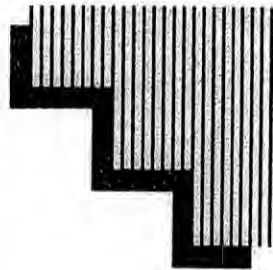
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!







FERRIS STATE UNIVERSITY  
MICHIGAN'S APPLIED POLYTECHNIC UNIVERSITY

# REFRIGERANT TRANSITION AND RECOVERY CERTIFICATION Certificate of Completion

This is to attest that

**WALTER WEISS JR**

has been certified as

**UNIVERSAL**

Air Conditioning Contractors of America



technician as required by 40 CFR Part 82, Subpart F

Certification No: 266857174

Date of Issue: January 4, 1995

*James P. Norris*  
James P. Norris

Executive Vice President, ACCA

*Richard L. Shaw*  
Richard L. Shaw

Program Director, HVACR Programs

Type I - Small Appliances, Type II - High Pressure and Very High Pressure Appliances, Type III - Low Pressure Appliances, Universal - Type I, II, and III





# Technical Service Training Certificate

**Jay Weiss**

*has attended the*

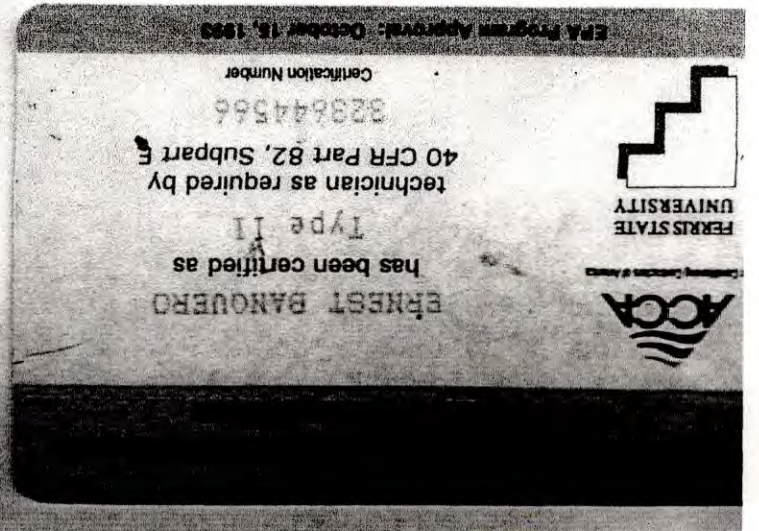
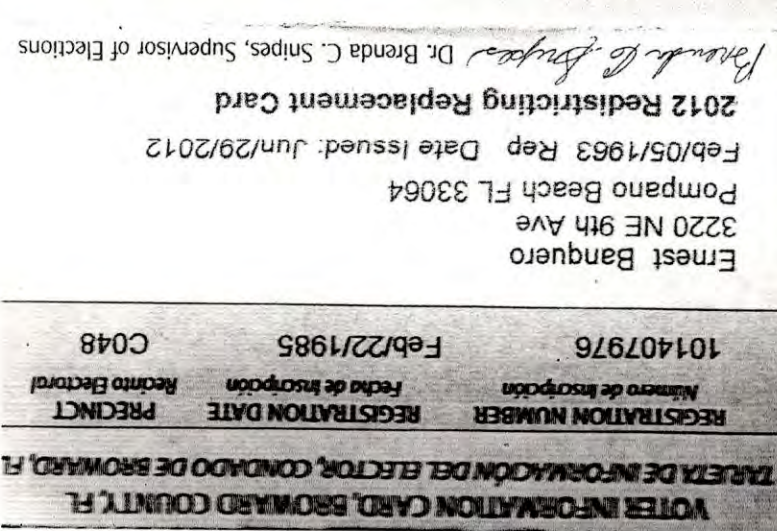
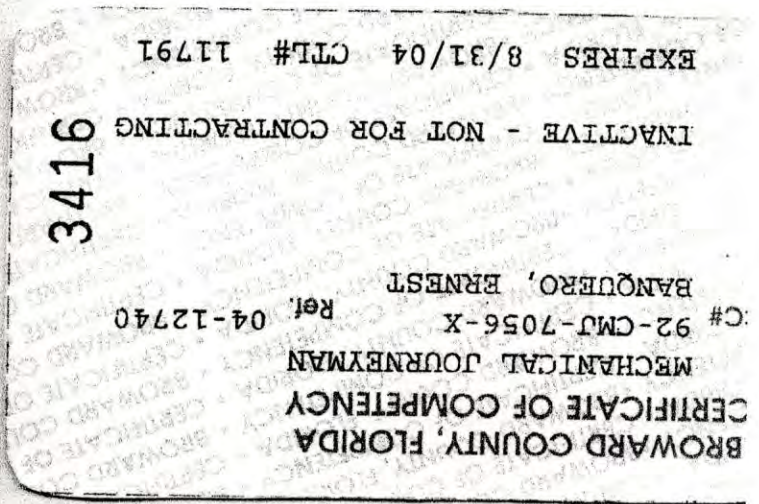
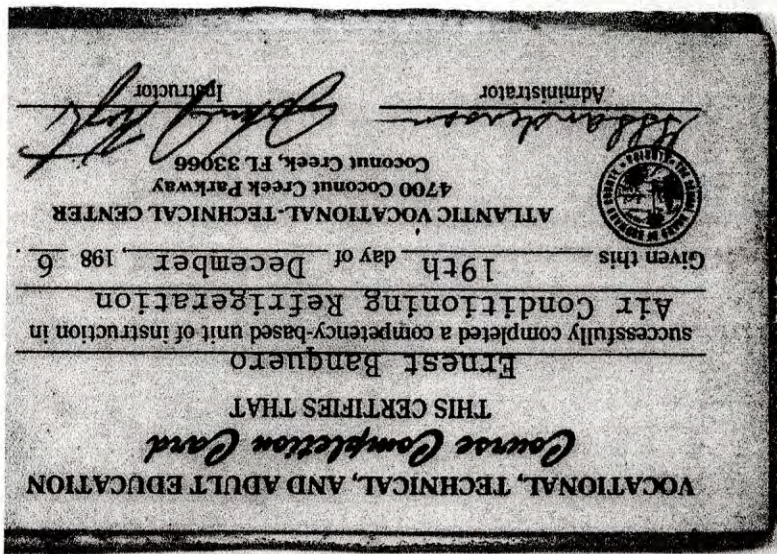
*Ice-O-Matic Training Seminar on Ice-Making Equipment*

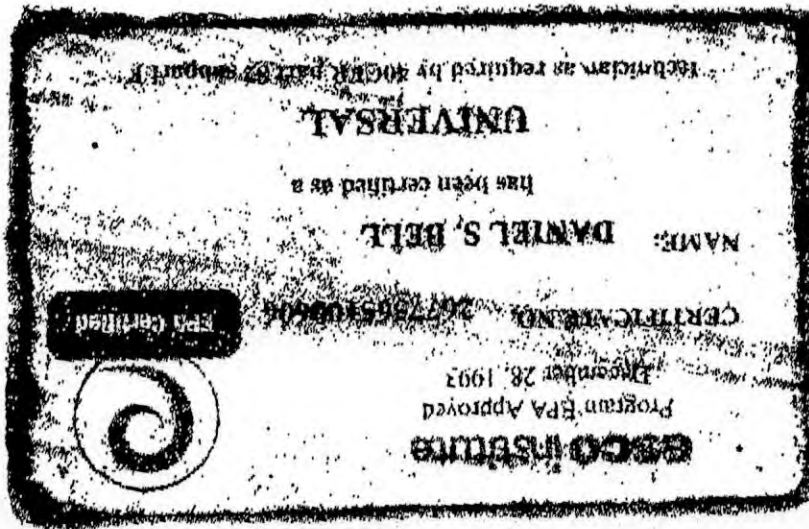
A handwritten signature in black ink, appearing to read "Jay Weiss", is written over a horizontal dotted line.

March 5, 2019

Training Representative / Date













# **Training Certificate** **PRESENTED TO**

**Noel Russ**  
**A-Excellent Service**

**HAS SUCCESSFULLY COMPLETED THE**  
**TRAINING COURSE FOR**

**410A**

**GIVEN AT PM/GDI FT. LAUDERDALE**  
**APRIL 26, 2005**

**Goodman**

**Air Conditioning & Heating**

*Jim Verbi*  
Service Tech Manager

**Amana**  
Heating & Air Conditioning



WORLD HEADQUARTERS  
TROY, OHIO 45374

# National Service Department Training Schools

This is to certify that

**Noel R. Russ**

has successfully completed the prescribed Service Training  
course on the following Hobart products:

**Electric/Gas Cooking Equipment**

Issued

October 29, 1982

*Clyde B. Jackson Jr.*

*L. H. Whitaker*  
Service Training Staff

*William J. Whitaker*  
Manager, Service Training

*R. J. Shuck*

President  
Commercial Equipment Division

*W. N. Chase*

Vice President - Sales  
Branch and Agency Division

*D. J. D'Amico*  
National Service Manager



WORLD HEADQUARTERS  
TROY, OHIO 45374

## National Service Department Training Schools

This is to certify that

**Noel R. Russ**

has successfully completed the prescribed Service Training  
course on the following Hobart products:

**Model 5000 System**

Issued

April 6, 1984

*Charles E. Foy*  
*James W. Hocking*  
*David S. Cunningham*

Service Training Staff

Manager, Service Training

*R. F. Knight*  
*J. E. Quinn*

Vice President - Sales  
Commercial Equipment Division

National Service Manager



# Technical Service Training Certificate

.....  
**Fritz Boursiquot**  
.....

*has attended the*

*Ice-O-Matic Training Seminar on Ice-Making Equipment*

*[Signature]*

March 7, 2019

.....  
Training Representative / Date





# Technical Service Training Certificate

.....  
**Ernest Banquero**  
.....

*has attended the*

*Ice-O-Matic Training Seminar on Ice-Making Equipment*

*[Signature]*

March 7, 2019

.....  
Training Representative / Date



# Technical Service Training Certificate

.....  
**Tyler Manradt**  
.....

*has attended the*

*Ice-O-Matic Training Seminar on Ice-Making Equipment*

*[Signature]*

March 5, 2019

.....  
Training Representative / Date



# Mainstream Engineering Corporation Technician Certification

HVAC Technician Certification  
EPA Clean Air Section 608

Program Certification Date: January 26, 1994

JOHN CUOMO

07181972591442287M

has been certified as a

Type

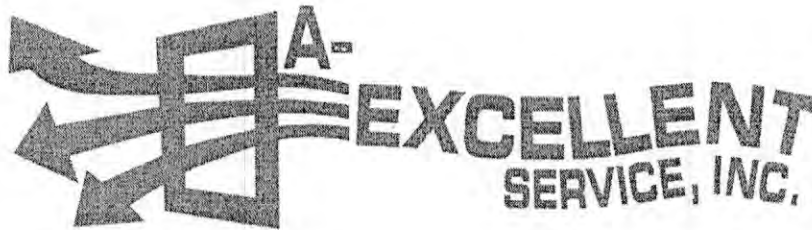
1

Technician

as required by 40CFR Part 67 Subpart F







CAC 024382

Pompano Beach, Florida 33061

(954) 946-9494

(954) 481-9494

(561) 383-3855

(561) 383-3241 FAX

May 20<sup>th</sup>, 2019

Here at A-Excellent Service we are a full service self-performing HVAC company. I personally take pride in knowing that we continually strive to satisfy every customer no matter how big or small the job might be. I am personally involved in every aspect of the daily routine and have weekly service meetings with my team. The following points are just a few reasons why we feel our company is a great vendor and service provider for all

- Family owned and operated since 1972
- State certified HVAC Contractor
- We are a certified drug free work place
- All service techs and personal must pass a back ground and drug test prior to employment
- All service techs stay updated on the newest technology in our trade
- Our phones are answered by a live person 24/7/365 days a year
- Emergency service is never a problem

Our service tech are skilled in all areas of our industry including but not limited to the following

- Air conditioning and heating commercial and residential
- Change out of existing equipment installation of new equipment
- Design of new installations
- Commercial refrigeration
- Roof top equipment
- Cooling towers
- Chilled water systems
- Commercial kitchen exhaust hoods
- Ice machines
- Air purification
- Duct design and fabrication
- Pumps, motors and electrical phase protecting devices
- Electrical wiring and disconnects
- Control voltage and wiring





CAC 024382

Pompano Beach, Florida 33061

(954) 946-9494

(954) 481-9494

Here are just a few business references outside the City of Pompano Beach. Please contact them if needed. Please also use the City of Pompano Beach itself as a reference to verify all areas of our company's abilities and expertise

- City of Deerfield Beach – Chris Braden – 954-901-1350
- Pope John Paul School – Rick – 561-289-0045
- Quantum Facilities Management – Dawn – 941-260-3421
- Progressive Builders – Ryan – 561-274-5056
- Benak Construction – Bill – 954-295-9372
- City of Pompano Beach

Thank You

Jay Weiss

954-275-9665 direct cell number

**TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**TIER 1 LOCAL VENDOR**

☒ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

☒ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

☐ My firm does not qualify as a Tier 1 Vendor.

**TIER 2 LOCAL VENDOR**

☐ My firm 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

And/Or

☐ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

☐ My firm does not qualify as a Tier 2 Vendor.

**I certify that the above information is true to the best of my knowledge.**

5/20/19  
(Date)

A-EXCELLENT SERVICE INC.  
(Name of Firm)

BY: WALTER WEISS JR (JAY)  
(Name)