



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS**

**T-01-22**

**REPAIRS AND CALIBRATION OF FLOW METERS  
AND RELATED DEVICES**

**OPENING: MARCH 22, 2022, 2:00:00 P.M.**

**Virtual Zoom Meeting**

**For access go to:**

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

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

T-01-22

**REPAIRS AND CALIBRATION OF FLOW METERS AND RELATED DEVICES**

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms for repairs and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00:00 p.m. (local), March 22, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, 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 solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

**Introduction**

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations potable water distribution and wastewater transmission systems to calibrate flow meters and other control and monitoring instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process and distribution system data collection. Contractor will perform services upon request from the City as needed, throughout the agreement/contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation can be provided at the City’s sole discretion and acceptance of quote terms. Items on City’s Capital Replacement Plan may also be included, at the City’s sole discretion and acceptance of quote terms.

This agreement/contract references the terms, conditions, prices, and specifications of the agreement/contract between the City and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City’s Water Treatment and Reuse Treatment Plant, Well Fields and Field Operations distribution and wastewater transmission systems as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

**I. Scope of Services**

The scope of services is designed to minimize deviations between plant instrumentation and on-site lab readings, and to maximize the lifetime and productivity of the City's analytical instrumentation, as well as meet regulatory compliance guidelines. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the City's Water Treatment and Reuse Treatment Plant, Well Fields and Field Operation's distribution and wastewater transmission systems.

**II. Tasks/Deliverables**

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer shall maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
- Name and location of the meter
  - Date of calibration
  - Type of meter
  - Manufacturer and serial number
  - Calibration range
  - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
  - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
  - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities Department Staff.
- D. Response Time: Normal service request events must not exceed twenty-four (24) hours from the time of notification. Emergency service request events must not exceed two (2) hours from time of notification
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under the resulting agreement/contract. Proposer will be required to report to the specified City contact person prior to performing any work required by the scope of services.

- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a twenty-four (24) hour basis sufficient to satisfy the anticipated demands of this agreement/contract.
- G. All parts removed from service will be returned to the City's authorized staff. Proposer will be responsible for the disposal of any non-repairable parts.
- H. Proposer shall provide all labor, and tools necessary to perform calibration and instrumentation repair or/and replacement services by Proposer or Proposer sub-contractor as approved by the City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement shall be removed by Proposer at the end of each business day.
- J. If repairs are no longer viable nor cost effective, replacement and installation can be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, cost, estimated shipping, any warranty information and estimated time for delivery.

### **III. Term of Agreement/Contract**

Agreement/Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for three (3) additional one (1) 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 agreement/contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this agreement/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 agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

#### **IV. Required Proposal Submittal**

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 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.

##### **Title Page:**

Show the project name and number, the name of the Proposer's company/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 explain 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 decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) 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.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description		Cost/Hour
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Lead Tech	\$
Cost per hour for work completed during all other times other than above	Lead Tech	\$
Cost per hour for work completed during all other times other than above	Tech 2	\$
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Tech 2	\$
Certification Fees	All Transmitters	\$ /each
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)	Parts Mark-up	
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.		

**Schedule:**

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

**References:**

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

**Litigation:**

Disclose any litigation within the past five (5) years arising out of your company's/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.

**V. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Awarded Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this solicitation and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Awarded Proposer is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Awarded Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Awarded Proposer under the agreement/contract.

Throughout the term of the agreement/contract, Awarded Proposer and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

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

B. Liability Insurance

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

- 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 \$2,000,000 Per Occurrence and \$5,000,000 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		
XX explosion & collapse hazard			
XX underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent contractors	personal injury		
XX personal injury			
XX sexual abuse/molestation			
XX liquor legal liability			
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<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate		
XX comprehensive form			
— owned			
— hired			
— non-owned			
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<b>REAL &amp; PERSONAL PROPERTY</b>			
XX comprehensive form	Agent must show proof they have this coverage.		
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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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<b>PROFESSIONAL LIABILITY</b>		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, Awarded Proposer agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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**ENVIRONMENTAL / POLLUTION LIABILITY** Per Occurrence Aggregate

\* Policy to be written on a claims made basis

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

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**CYBER LIABILITY**

Per Occurrence      Aggregate

\* Policy to be written on a claims occurrence basis

	\$1,000,000	/\$1,000,000
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- \_\_ Network Security / Privacy Liability
  - \_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
  - \_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
  - \_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.
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- C. Employer's Liability. Awarded Proposer and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer 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/firm shall provide thirty (30) days written notice to the City.
- F. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such agreement/contract on a pre-loss basis.
- G. The Awarded Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**VI. Selection/Evaluation Process**

A Selection/Evaluation Committee (the “Committee”) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

	<u>Criteria</u>	<u>Point Range</u>
<b>A.</b>	<b>Experience and Expertise</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
<b>B.</b>	<b>References</b> History and performance of company/firm project team on similar projects. References and recommendations from previous clients	0-20

<b>C.</b>	<b>Resources and Methodology</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25
<b>D.</b>	<b>Cost</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-30
	<b>Total</b>	<b>0-100</b>

Financial statements or other financial information that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for a solicitation, and were 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 company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/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 company/firm should submit documentation that evidences the company's/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 the company's/firm's 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 its approval) a listing, in ranked order, of no fewer than three

companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this 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 itself 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.

**VII. 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.

**VIII. Right to Audit**

Awarded Proposer'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 Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/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 the agreement/contract.

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

City's agent or its authorized representative shall have access to the Awarded Proposer'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. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer 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 agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Awarded Proposer pursuant to the agreement/contract.

**IX. Retention of Records and Right to Access**

The City is a public agency subject to, Florida Statutes Chapter 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer 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 agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and

Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer 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.

**X. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company/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 those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

**XI. No Discrimination**

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

**XII. Independent Contractor**

The Awarded Proposer will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/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 the agreement/contract shall be those of the company/firm.

**XIII. Staff Assignment**

The City 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.

**XIV. Agreement/Contract Terms**

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

The agreement/contract shall include as a minimum, the entirety of this solicitation, together with the successful proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City 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 Awarded Proposer, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**XV. Waiver**

It is agreed that no waiver or modification of the agreement/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 the agreement/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.

**XVI. Survivorship Rights**

The agreement/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.

**XVII. Termination**

The agreement/contract resulting from this RFP may be terminated by the City without cause upon providing Awarded Proposer with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/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.

**XVIII. Manner of Performance**

Proposer agrees to perform its duties and obligations under the agreement/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 agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City 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 the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

**XIX. 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.

**XX. RFP Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written 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 RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the solicitation. Exceptions or deviations 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 agreement/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.

**XXI. Standard Provisions**

A. Governing Law

Any agreement/contract 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/contract will be in Broward County, Florida.

B. Licenses

In order to perform public work, the Awarded 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.



C. 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, Section 112.313, Florida Statutes.

D. Drug Free Workplace

The Awarded Proposer will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

E. 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 agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/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 agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and its 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.

G. Permits

The Awarded 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.

H. Familiarity With Laws

It is assumed the Awarded Proposer 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 company/firm will in no way relieve the company/firm from responsibility.

I. Withdrawal of Proposals

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

J. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/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.

K. 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 Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

L. Public Records

1. The City is a public agency subject to, Section 119, Florida Statutes. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer 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, Section 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 agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and
  - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer 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.
2. Failure of the Awarded Proposer to provide the above-described public records to the City within a reasonable time may subject Awarded Proposer to penalties under, Section 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

**XXII. Questions and Communication**

All questions regarding this 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. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

**XXIII. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

**XXIV. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an attachment to this RFP.

**PROPOSER INFORMATION FORM**

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

Proposer's Name: \_\_\_\_\_

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

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 the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on 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



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

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

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his firm complies with the above requirements.

I Certify: \_\_\_\_\_

## CONFLICT OF INTEREST

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

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No \_\_\_ Yes \_\_\_



**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. RFP# & or P.O.#: \_\_\_\_\_
- 4. Contractor Name: \_\_\_\_\_
- 5. City Department: \_\_\_\_\_
- 6. Project Manager: \_\_\_\_\_
- 7. Scope of Work (Service Deliverables): \_\_\_\_\_  
\_\_\_\_\_  
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## 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; customer's expectations are exceeded.

**Exhibit - Contractor Performance Report**

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.

_____	_____	_____
Ratings completed by (print name)	Ratings completed by signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

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

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