

## SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the **City of Pompano Beach** ("City") and **Flo-Tech Mechanical LLC**, a Florida Limited Liability Company ("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; and

**WHEREAS**, City Code Section 32.39 Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (75,000.00), the General Services Director or designee shall obtain a quote from at least one responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (200,000.00), with the concurrence of the City Manager.

**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 Work and Request For Proposal (RFP)25-019 set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.
2. *Purpose.* The City, on behalf of its Facilities Maintenance Department, contract with Contractor to provide heating, ventilation, air conditioning, and refrigeration equipment repair and maintenance services upon the terms and conditions set forth herein.
3. *Scope of Work.* Contractor shall provide the Scope of Services and RFP25-019 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 five (5) years beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* This contract is not subject to renewal.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

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 not to exceed One Hundred Thousand Dollars (\$100,000.00) per City's fiscal year for the term of the Contract, total not to exceed \$500,000.00.**

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.* Contractor shall submit invoices to City upon satisfactory completion of the service provided on an as-needed basis, with approval from City's Contract Administrator.

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 Facilities Maintenance Department, Facilities Maintenance Operations Director, and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (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 registered or certified mail or other trackable delivery service, 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.

**If to Contractor:** Robert Martin Jr., President  
7010 NW 38th Street  
Coral Springs, FL 33065  
Office: 561-677-4040  
Email: info@flotechmech.com

**If to City:** George Buenaventura,  
Facilities Maintenance Operations Director  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4108  
Email: George.Buenaventura@copbfl.com

**With a copy to:** Aymara Schmidt, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: Aymara.Schmidt@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.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. 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. 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 nature 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.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

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, defend, save and hold harmless 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 Contractor's performance under this Contract, including but not limited to, 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 of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. 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 constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

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, and the Americans with Disabilities Act (ADA).

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. A. *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.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

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. *Contractor 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; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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.* Contractor represents that it presently has 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 its performance under this Agreement.

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

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - 2. Is engaged in business operations in Syria.

- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *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.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

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

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

APPROVED AS TO FORM:

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

(SEAL)

**"CONTRACTOR"**

Flo-Tech Mechanical LLC

Witnesses:

Vanessa Allen

Vanessa Allen  
(Print or Type Name)

Viktoria Katsydan  
(Print or Type Name)

By:

Robert Martin Jr., President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2025, by Robert Martin Jr., as President of Flo-Tech Mechanical LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced State ID as identification.

NOTARY'S SEAL:



M. Labita  
NOTARY PUBLIC, STATE OF Florida

Michael Labita  
(Name of Acknowledger Typed, Printed or Stamped)

HH523489  
Commission Number

**FLO-TECH MECHANICAL LLC**  
**SERVICE AGREEMENT ID#12899**  
**RFP25—019**

**EXHIBIT - A**



## **Florida's Warmest Welcome**

### **REQUEST FOR PROPOSALS (RFP)**

**RFP25-019**

#### **As-Needed HVAC Repair and Maintenance**

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

**February 12, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

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

**RFP OPENING: March 6, 2025, at 2:00 PM**

**Virtual Zoom Meeting**

**For access, go to:**

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





February 4, 2025

Dear Prospective Proposers,

**SUBJECT:** REQUEST FOR PROPOSALS (RFP) RFP25-019 - As-Needed HVAC Repair and Maintenance

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

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

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

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

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

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

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## 1. DEFINITIONS

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

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

## 2. SCHEDULE OF EVENTS

<b>RFP NUMBER:</b>	<b>RFP25-019</b>
<b>RFP TITLE:</b>	<b>As-Needed HVAC Repair and Maintenance</b>
<b>RELEASE DATE:</b>	February 4, 2025
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	February 4, 2025
<b>Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING</b>	<b>February 12, 2025, at 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>February 19, 2025, at 5:00 PM</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>February 25, 2025, at 5:00 PM</b>
<b>RFP RESPONSES DUE DATE/TIME:</b>	<b>March 6, 2025</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>PROPOSAL VIRTUAL OPENING:</b>	<b><a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a></b>

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

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

The City of Pompano Beach requires one or more Proposers to provide heating, ventilation, air conditioning, and refrigeration equipment repair and maintenance as needed throughout the City.

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

A non-mandatory pre-proposal meeting will be held via Virtual Zoom Meeting on February 12, 2025, at 10:00 a.m. (local). The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

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

The City will receive sealed proposals by 2:00 p.m. (local) on **March 6, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

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

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before February 19, 2025, 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

## **4. SCOPE OF SERVICES**

### **4.1. General**

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance, repairs, and replacement as required by the City. The 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	Chilled Water Systems
Exhaust Systems	Duct Work
Water Pumps	Window/through wall A/C Systems
Condensing Units	Heat Pumps
Evaporator Units	Air Handlers
Ice Machines	Axial Fans

#### **4.1.1. 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 for providing 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 the Contractor performs before payment of services is made.

#### **4.1.2. 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, troubleshooting 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. The contractor shall have an English-speaking supervisor/representative on the worksite at all times. This person shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and have the authority to act on the contractor's behalf.

- e. Contractor shall be responsible for correction/replacement, according to local codes and City 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 a day, 7 days a week. The Contractor shall provide contact information for the main office phone numbers, cellular numbers, and e-mails for service calls.
  - ii. The Contractor shall be responsible for dispatching 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 markup set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates before 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 for responding to multiple service calls as required by the City.

k. **Response Time:**

<b>Non-Emergency Request for Services</b>
The 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>
The contractor must be on-site within two (2) hours of the request, regardless of time or day, including holidays.
<b>Notification of Arrival Time for Services</b>
A contractor must notify the city's facilities manager or his designee of the estimated arrival time within one (1) hour of the city's initial service request.

- 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, the contractor will notify the City. 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

#### **4.1.3. 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 Lot III of the RFP. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Lot III of the RFP.

#### **4.1.4. 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 Lot II of the RFP.
- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

#### **4.1.5. 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 the required current and active State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license your company holds.
- c. A photocopy of your licenses shall be included with the RFP submittal.

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

#### **4.1.6. 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. The 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.

#### **4.1.7. Vehicles**

Contractors' vehicles used on City service calls shall be identified by the company name and proper licensing.

#### **4.1.8. 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.

#### **4.1.9. 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 with the least 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.

#### 4.2. Task/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 OF LABOR (10 POINTS)		
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	\$ _____
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, Saturdays, and Sundays, 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	\$ _____

LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS (10 POINTS)		
Item #	Description	Percentage Mark-up
1	Percentage markup above Contractor's Cost for Parts, Equipment, and/or Materials used during the Performance of the Work.	_____ %

LOT III – EQUIPMENT (5 POINTS)			
Item #	Description	Do you own or rent this equipment?	Hourly Cost
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"/>	\$ _____

## 5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

### 5.1. Submission Format Requirements

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

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

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

### 5.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

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

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the

preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

#### **5.4. Composition Of Project Team**

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel 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.

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

The City reserves the right to consider the Proposer's history of citations of Environmental Regulations or OSHA violations in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

### **6. PROPOSAL REQUIREMENTS**

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

#### **6.1. Proposer's Experience and Expertise (Maximum 25 Points)**

##### **6.1.1. Title page:**

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

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

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

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

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

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

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

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

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

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the

Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel 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 (Maximum 1 page, 8.5" x 11", single-sided).

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

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

**6.1.7. Environmental/OSHA Compliance:**

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

**6.1.8. Copy of State of Florida Class-A Certified Air Conditioning or Certified Mechanical License:**

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

**6.1.9. Conflicts of Interest:**

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**6.1.10. Unique Capabilities:**

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project (Maximum 2 pages, 8.5" x 11", single-sided).

**6.1.11. Litigation:**

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years (Maximum 2 pages, 8.5" x 11" single-sided).

**6.1.12. Office Locations:**

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

**6.2. References (Maximum 20 points)**

Provide references (no more than 5 from past projects) of projects of similar scope, preferably of a similar size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the

respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project

### **6.3. Resources and Methodology (Maximum 25 points)**

Describe the type and amount of quality resources assigned to projects, including an inventory of owned service vehicles. Provide a written understanding of the project needs and your approach to meeting deadlines.

### **6.4. Cost Proposal (Maximum 25 points)**

The Procurement and Contracts staff will evaluate this section.

Each Proposer must complete and submit the Cost Proposal forms for Lot I, II, and III included herein. Proposers shall provide the Cost of each Lot as part of the written Proposal.

The total points of this section (maximum 25 points) will be assigned as follows:

- Lot I – 10 points.
- Lot II – 10 points.
- Lot III – 5 points.

The City uses a mathematical formula to allocate cost points to each responsive, responsible Proposer. The lowest total amount of each Lot receives the maximum allowable points.

REGARDING COST: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1000    2nd lowest cost = \$1250    Total available points = 25

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 25 = 6.25$

$25 - 6.25 = 18.75$  points to 2nd lowest bidder

The lowest proposal for each Lot will be evaluated using the mathematical formula specified above. Every other response will be given points proportionally to the lowest cost received. The lowest proposal will be selected based on the sum of the points received for the three Lots.

### **6.5. Local Business Program (Maximum 5 points)**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

#### TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

#### LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

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

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

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

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned

City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

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

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

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

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

#### **6.6. Other Required Documentation**

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

##### **6.6.1. City Forms:**

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

##### **6.6.2. Insurance**

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

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

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City’s review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages



and limits described herein, including endorsements.

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

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

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

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

\* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

\_\_\_ explosion & collapse

\_\_\_ hazard

\_\_\_ underground hazard

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

XX contractual insurance bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined

XX independent contractor's personal injury

XX personal injury

\_\_\_ sexual abuse/molestation

\_\_\_ liquor legal liability

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

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

XX comprehensive form

XX owned

XX hired

XX non-owned

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

\_\_\_ Comprehensive form

Agent must show proof they have this coverage.

##### **EXCESS LIABILITY:**

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

other than umbrella bodily injury and property damage combined

##### **PROFESSIONAL LIABILITY:**

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

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

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

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

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

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

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

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

2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.

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

4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.

5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

#### **6.7. Submission Format Requirements**

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

Attachments tab of the eBid System.

The City will in no way be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

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

## **7. EVALUATION AND AWARD**

### **7.1. Minimum Eligibility Requirements**

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

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

### **7.2. Evaluation Committee**

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Repair and Maintenance Services Agreement.

### **7.3. Evaluation Process**

Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
6.1	Experience and Expertise	25
6.2	Reference	20
6.3	Resources and Methodology	25
6.4	Cost Proposal	25
6.5	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

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

In case where there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

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

### **7.5. Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

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

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

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

### **7.7. Negotiations:**

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and

unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

**7.8. Determination of Award:**

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

**STANDARD PROVISIONS**

**7.9. RFP Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

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

**7.10. Acceptance Period**

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

**7.11. Withdrawal Of Proposals**

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

**7.12. Protest Procedures**

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

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

**7.13. Familiarity With Laws**

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

**7.14. Staff Assignment**

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

**7.15. Contract Terms**

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

**7.16. Waiver**

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

**7.17. Manner of Performance**

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**7.18. Quality**

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

**7.19. Omissions**

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

**7.20. Hold Harmless and Indemnification**

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

**7.21. Composition Of Project Team**

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

**7.22. Survivorship Rights**

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

**7.23. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting 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 such party may have.

**7.24. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

**7.25. Relationship to the City**

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

**7.26. Cone of Silence**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

**7.27. Communications**

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

**7.28. Conflict Of Interest**

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



### **7.29. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

### **7.30. Right to Inspect or Audit**

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

### **7.31. No Discrimination**

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

**7.32. Drug-Free Workplace**

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

**7.33. Public Entity Crimes**

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

**7.34. Patent Fees, Royalties, And Licenses**

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

**7.35. Price Adjustments**

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

**7.36. Invoicing/Payment**

All invoices should be sent to the City of Pompano Beach, 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.

**7.37. Taxes**

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

**7.38. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

**7.39. Public Records**

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

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

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

**7.40. Public Records Custodian:**

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

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

**RecordsCustodian@copbfl.com**

## **8. ADDENDA**

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

## **9. ATTACHMENTS AND EXHIBITS**

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

Exhibit A - Local Business Participation Form

Exhibit B - Letter of Intent Form

Exhibit C - Local Business Unavailability Form

Exhibit D - Good Faith Effort Form

Exhibit E - Local Subcontractor Utilization Report

Exhibit F – References

Exhibit G - Contractor Performance Report

Exhibit H - Disclosure Of Potential Conflict Of Interest And Conflicting Employment Or Contractual Relationship



LIC# CMC1251372

561-677-4040

7010 NW 38<sup>th</sup> Street  
Coral Springs, FL 33065

[www.flotechmech.com](http://www.flotechmech.com)

# RFP25-019

“As-Needed HVAC Repair and Maintenance”

**Flo-Tech Mechanical**

Bobby Martin

(561) 677-4040

7010 NW 38<sup>th</sup> Street, Coral Springs, FL 33065

03/27/2025

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## **A. EXPERIENCE AND EXPERTISE**

### **1. LETTER OF INTEREST**

**Flo-Tech Mechanical**

EIN: 99-2219276

7010 NW 38<sup>th</sup> Street, Coral Springs, FL 33065

(561) 677-4040

**Bobby Martin**

*President*

Bobby.Martin@flotechmech.com

Dear Jeff English and other committee members:

We are pleased to define this letter of our interest and intent to develop a positive relationship with the City of Pompano Beach and provide quality service as needed for any and all HVAC related equipment. Being a government entity, there is a heavy burden on the facilities division as well as any contractor to respond in a timely manner and provide a solution to prevent service interruption. This proposal provides this opportunity to prevent these issues, and maintain all HVAC systems operating and functioning as they were designed. We are heavily committed to provide the best service possible, as we have extensive experience with government accounts, providing excellent service and building clients' trust in our ability in the HVAC field, of service, maintenance, install, projects big and small.

This new contract is offered as an as-needed basis, where the technician's for the City of Pompano Beach may not be able to respond, may not be available, or may require additional assistance. We recognize the massive responsibility for one technician of the City, which will likely require extensive assistance from the chosen vendor for this contract. We have successfully handled contracts of a larger size, with more buildings, larger equipment. This grants us the confidence that we can provide the quality service necessary the City of Pompano Beach requires and deserves.

We look forward to proving we are the ideal vendor for this opportunity.

Sincerely,

*Robert Martin*

---

Bobby Martin

*President*



## **2. UNDERSTANDING OF THE PROJECT**

In providing services to multiple government agencies, the needs of the City of Pompano Beach are understood and considered by Flo-Tech Mechanical. In providing services to its residents, and City Employees, the City of Pompano Beach receives great scrutiny if these services provided are not satisfactory or do not meet the standards of what is promised. It is understood the importance of the City's representation and their officials. Legal issues, complaints in commission meetings and public forums brings unnecessary and unfriendly questions to those involved. Therefore, the City of Pompano Beach also requires its vendors and contractors to share this same urgency, passion, and respect for its residents and employees.

In the case of HVAC systems, living in the state of Florida, there is a need for proper humidity and temperature control year-round. The chosen vendor has to respond to the City's service requests to reduce, or prevent down time. The issue of non-working equipment is not an idea of comfort but can produce health risks and hazards.

This contract requires experience at all levels, with various manufacturers of equipment. An understanding of all these different types of systems is absolutely essential. The purpose of this contract is to generate a relationship with a vendor to provide this essential service, without the need of relying on other contractors, or delays from lack of personnel or know how.

Flo-Tech Mechanical understands the needs of the City of Pompano Beach in these regards, and shares this same passion and dedication to its residents and employees. The experience with contracts of this size, and factory training on all manufacturers ensures the best possible service a vendor can provide. Working with local businesses to guarantee the quickest service and turn-around on any projects fulfills the City's desires to work with its local vendors, but further strengthen these relationships between the City of Pompano and its residents, employees, and vendors.

### 3. PRINCIPAL / KEY TEAM MEMBERS

- **Paola Martin – *Chief Financial Officer***
  - Responsible for fielding service requests from client
  - Providing Pos to sub-contractors
  - Billing – invoicing of Accounts Receivable / Payable
  - Coordinating / Organizing maintenance services
  - Order materials and parts required for maintenance/service
- **Bobby Martin – *President***
  - Perform maintenance on required sites
  - Perform service and repairs on equipment
  - Providing repair proposals where necessary
- **Pedro Perez – *Account Manager***
  - Providing repair proposals where necessary
  - Perform service and repairs
- **Jorge Batres – *Service Technician***
  - Perform service and repairs as needed
  - Perform maintenance on required sites
- **Antonio Hernandez – *Service Technician***
  - Perform service and repairs as needed
  - Perform maintenance on required sites

#### **4. STATEMENT OF SKILLS / EXPERIENCE**

Our team members have been heavily invested in accounts, with clients similar to that of the City of Pompano Beach since 2018. Bobby Martin was a Field Service Supervisor, a Foreman to a team of technicians assigned to the County of Broward, which handled all government facilities up to 40 sites. This team provided service 24/7 to supervisors, building managers, technicians and all involved in this account. A schedule was developed by Bobby to maintain organization of the account and ensure all sites were maintained properly. Inspection reports were provided on a monthly basis, along with bi-weekly meetings to update status to the client of any repairs, issues, or plans.

Additionally, this team provided all warranty service and repairs to all schools located in Broward County with specific manufacturers. Jorge Batres worked as a part of this team to provide quality service to the client and maintain all equipment operating and functioning properly.

The resume for Bobby Martin can be found on the following page, with his experience as a technician and leader in the field, as well as the classroom, serving as an instructor of Industrial Electricity in the HVAC Service Apprenticeship program. He continued to learn, grow, and teach in the classroom, following his graduation from the Apprenticeship program in 2016, after graduating with a degree in Mechanical Engineering from FIU in 2014.

## Resume for Bobby Martin:

### Objectives:

To pursue a career with a company that promotes growth and has potential to utilize the abilities obtained in the service and engineering areas of the HVAC industry.

### Experience:

#### **Flo-Tech Mechanical** – President

Coral Springs, FL March 2024 – Present

- Manage HVAC Maintenance and Service customers; perform service, repair, maintenance and installation
- Organize installation, service, and repair projects; provide proposals to clients

#### **Daikin Applied** – *Service Foreman* 2015 – March 2025

Davie, FL

August

- Provide daily support to assigned area for repairs, installations, and regular on-going maintenance
- Organize and conduct meetings with customers, supervisors, and managers to update contract status
- Schedule team for maintenance, repairs, and service
- Provide diagnostic leadership to the team and support to the operations area for production issues

#### *Service Technician*

Davie, FL

- Perform mechanical service, maintenance, and troubleshooting of commercial/industrial HVAC systems
- Collect data and analyze system operation and efficiency
- Develop solutions to engineering task that are creative and focused to reduce cost and improve the process
- Perform factory start ups and warranty service on mechanical equipment

#### **ARPEC** – *Service Technician Instructor* September 2017 – Present

Miami, FL

- Instructor of industrial electricity for 5th year of service curriculum in HVAC apprenticeship program
- Serve as a positive, professional role model for students in their professional development
- Work collaboratively with administrators, faculty, and other team members
- Engage in professional development activities in educational research, trends, and best practices

*Apprenticeship – HVAC Services (Graduated 2016)*

### Education:

**Florida International University** – Miami, FL  
2014

December

*Bachelor of Science: Mechanical Engineering*

- ASHRAE Vice President of FIU Student Chapter

### Certifications:

#### **Daikin University**

Davie, FL – Staunton, VA

- Certification in Building Systems, VRV, Centrifugal Chillers, Screw Chillers, and WMC/WME

#### **Entech Training University**



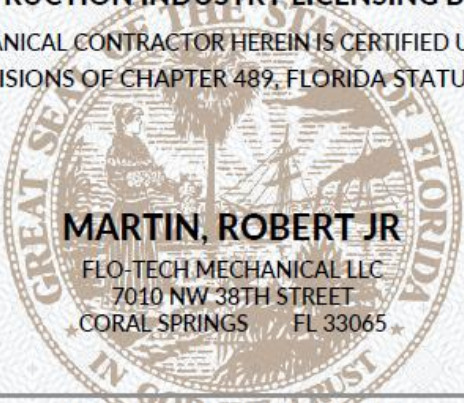
Garland, TX


- Certification in Trane Centrifugal Overhaul, York YT/YK Overhaul; Carrier Centrifugal Overhaul

## **5. ENVIRONMENTAL / OSHA COMPLIANCE**

Flo-Tech Mechanical has never received, or been a part of, any environmental/OSHA citations, violations, notices, and/or dispositions.

## 6. LICENSE

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>CONSTRUCTION INDUSTRY LICENSING BOARD</b> THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 <b>MARTIN, ROBERT JR</b> FLO-TECH MECHANICAL LLC 7010 NW 38TH STREET CORAL SPRINGS FL 33065			
<b>LICENSE NUMBER: CMC1251372</b>			
<b>EXPIRATION DATE: AUGUST 31, 2026</b>			
Always verify licenses online at <a href="http://MyFloridaLicense.com">MyFloridaLicense.com</a>			
ISSUED: 12/18/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			



## **7. CONFLICTS OF INTEREST**

Flo-Tech Mechanical has no conflicts of interest related to the City of Pompano Beach or its employees, or affiliates.



## **8. UNIQUE CAPABILITIES**

Flo-Tech Mechanical provides a very unique opportunity. We are a small business, with few, select employees, and clients. We are able to provide timely service to these select contract customers. We have managed and maintained contracts strikingly similar to this one, with hundreds of units of equipment, with a team of this size. Our unique understanding of the workings of government and municipal customers, allows us to work with the City of Pompano with a better understanding of their needs. Our personnel have been providing service to the City of Pompano Beach on the Chilled Water sites of City Hall, Public Safety, and Cultural Arts for the last 7 years. This provides us with an excellent understanding of the current issues, and the equipment currently used. We have successfully been servicing this contract, preventing down time or severe issues, generating trust with the current City employees.

This translates into a huge benefit for the City of Pompano Beach, providing a seamless transition with a vendor that understands their equipment, and their needs for timely, accurate service.

## **9. LITIGATION**

Flo-Tech Mechanical, it's partners or employees have not been involved in any form of litigation in the last (5) years.

## **10. OFFICE LOCATIONS**

### **Prime Contractor:**

#### **Flo-Tech Mechanical**

7010 NW 38<sup>th</sup> Street,  
Coral Springs, FL 33065

### **Sub-Contractors:**

**Certified HVAC** – Perform service, repair, installation for Prime Contractor

1105 S Dixie Hwy E,  
Pompano Beach, FL 33060  
(Local Business)

**Allegiance Crane** – Provide crane services, unit moving and storage for Prime

777 S Andrews Ave,  
Pompano Beach, FL 33069  
(Local Business)

## **B. REFERENCES**

**1. Raul Palacios** – (786) 338-0590

*Daikin Applied – General Manager*

Scope:

Area Service Supervisor for all Broward County - managing team of technicians to coordinate service calls, inspections, repairs. Communicate with customers and office to ensure function of service department.

**2. Roshan Ishahack** – (954) 895-6794 – rishahack@broward.org

*Broward County FMD – Skilled Trades Supervisor*

**3. Katrina Jackson** – (954) 931-0304 – kjackson@broward.org

*Broward County Board of Commissioners – Facilities Maintenance Superintendent*

Scope:

Supervised, organized team of technicians to service Mechanical contract for all Chilled water equipment for 40 different sites with various brands, sizes, and types of equipment

**4. Anthony King** – (954) 588-7807

*Broward County School District – HVAC Foreman*

Anthony.king@browardschools.com

Scope:

Manage team of technicians to perform warranty service and maintenance for over 20 schools, organize start up of new equipment and large replacement projects. including chillers, pumps, air handlers, VFDs, and cooling towers.

### **C. RESOURCES AND METHODOLOGY**

Flo-Tech Mechanical currently has (3) service vehicles on the road, with other personal vehicles in use depending on the level of technician or involvement. All technicians have access to accounts, parts, and assist in service and the proposal processes. In existing as a small business, our focus can be maintained with our few select clients. We provide excellent customer service. The results of our projects, and repairs are incomparable.

The level of dedication we provide to our customers is unmatched, and only possible from fostering the relationships we have generated. The communication and we respect we share with our customers allows us to work freely to maintain our contracts and equipment. The level of trust we have with our customers has been gained, and we hold it in high regard.

With the extensive experience we have maintaining government and municipal contracts, providing this open communication, honest and trustworthy service is of utmost importance. We understand deadlines that come along with providing monthly, quarterly, or annual maintenance and service. Service reports, emails, phone calls, text messages, site visits are all equally important to maintain the relationship between the vendor and the City of Pompano Beach.

## D. COST PROPOSAL

LOT 1 – HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
<b>A.</b>	<b>Normal Business Hours 8 am – 5 pm; M-F</b>	
1	Master Air Conditioning Technician	\$120
2	Journeyman Air Conditioning Technician	\$105
3	Apprentice Air Conditioning Technician	\$95
<b>B.</b>	<b>After Normal Business Hours, M-F</b>	
4	Master Air Conditioning Technician	\$175
5	Journeyman Air Conditioning Technician	\$150
6	Apprentice Air Conditioning Technician	\$140
<b>C.</b>	<b>Weekends, Saturdays – Sundays, Any Time</b>	
7	Master Air Conditioning Technician	\$175
8	Journeyman Air Conditioning Technician	\$150
9	Apprentice Air Conditioning Technician	\$140
<b>D.</b>	<b>Holidays, Regardless of Time</b>	
7	Master Air Conditioning Technician	\$200
8	Journeyman Air Conditioning Technician	\$185
9	Apprentice Air Conditioning Technician	\$160

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, Equipment, and/or Materials used during the performance of work	20%

LOT III - EQUIPMENT			
Item #	Description	Do you Own or Rent this Equipment?	Hourly Cost
1	Required Equipment: Boom Truck, (35-40 ton)	Rent	\$135
2	Required Equipment: Crane, (55-60 Ton)	Rent	\$225

## **E. LOCAL BUSINESS**

The letters of intent from the local businesses, is included in the proposal documents submitted.

The goal is to utilize Allegiance Crane, which provides Crane services, equipment moving and storage, around 5% depending on the frequency of the projects proposed and performed. The intent of this contract is to solely utilize the services of this contractor as it relates to this specialty service.

Another local business, Certified HVAC will be utilized at a percentage of 15%, depending on the frequency and size of the projects or services performed. In order to allow fast turnaround on replacement projects, utilizing a local contractor could fulfill the City's needs of fast, responsive, and responsible service.

## EXHIBIT A

## LOCAL BUSINESS PARTICIPATION FORM

**ON THE BID ATTACHMENTS TAB, BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE**

RFQ Number & Title: RFQ25-019[illegible]



## EXHIBIT A

## LOCAL BUSINESS PARTICIPATION FORM

**ON THE BID ATTACHMENTS TAB, BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE**

RFQ Number & Title: RFQ25-019[illegible]

## EXHIBIT A

## LOCAL BUSINESS PARTICIPATION FORM

**ON THE BID ATTACHMENTS TAB, BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE**

RFQ Number & Title: RFQ25-019

Prime Contractor's Name: Flo-Tech Mechanical

[illegible]

## REFERENCES

**Company Name:** Flo-Tech Mechanical

List the minimum required references, as stated in the Solicitation, which demonstrates the experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:	Daikin Applied		
Contact Person:	Raul Palacios		
Contact's Email:	raul.palacios@daikinapplied.com		
Contact's Phone:	786-338-0590	Date(s) of Service:	08/2015 - 03/2025
Scope of Work:	Area Service Supervisor for all Broward County - managing team of technicians to coordinate service calls, inspections, repairs. Communicate with customers and office to ensure function of service department.		

REFERENCE 2			
Name of Firm:	Broward County Government FMD		
Contact Person:	Roshan Ishahack		
Contact's Email:	rishahack@broward.org		
Contact's Phone:	954-914-2628	Date(s) of Service:	08/2018 - Present
Scope of Work:	Supervised, organized team of technicians to service Mechanical contract for all Chilled water equipment for 40 different sites with various brands, sizes, and types of equipment		

REFERENCE 3			
Name of Firm:	Broward County School District		
Contact Person:	Anthony King		
Contact's Email:	anthony.king@browardschools.com		
Contact's Phone:	954-588-78076	Date(s) of Service:	08/2015 - Present
Scope of Work:	Manage team of technicians to perform warranty service and maintenance for over 20 schools, organize start up of new equipment and large replacement projects. including chillers, pumps, air handlers, VFDs, and cooling towers.		

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR  
CONTRACTUAL RELATIONSHIP**

Each Proposer must disclose any employee, subcontractor, or consultant used by the Proposer who is also an employee or a consultant of the City of Pompano Beach, Florida (the City). Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee or Consultant with Potential Conflict of Interest

Check one of the following and sign:

- ☒ I hereby affirm that no known persons employed by the Proposer are also an employee of the City.
- ☐ I hereby affirm that all known persons employed by the Proposer and are employed by the City have been identified above.

Paola Martin

Signature

Paola Martin

Printed Name of Official

Flo-Tech Mechanical

Company Name

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

RFP Number RFP25-019

TO: Flo-Tech Mechanical  
(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

  X   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:

HVAC maintenance and repair on Pumps, Cooling Tower's etc...

And other Misc. crane lifts as needed

02/21/2025  
(Date)

Allegiance Crane & Equipment  
(Name of Local Business Contractor)

777 S. Andrews Ave  
(address)

Pompano Beach, FL 33069  
(address City, State Zip Code)

BY: Randy Miller  
(Name)

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

RFP Number RFP25-019; Add 2

TO: Flo-Tech Mechanical LLC  
(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:

HVAC/Refrigeration service, repair and installation

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02/28/2025

(Date)

Certified HVAC, Inc

(Name of Local Business Contractor)

1105 S Dixie Hwy W.

(address)

Pompano Beach, FL 33060

(address City, State Zip Code)

BY: Larry Cook  
(Name)

RFP #: RFP25-019 Tentative City Commission Meeting Date\*: TBD

RFP Title: HVAC Repair and Maintenance Services # Notified: 631 # Downloaded: 23

# of Responses Rec'd: 7 # of "No Bids": 0

For: Facilities Maintenance Services Department RFP Opening Date: 04/03/2025  
(Department)

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the eBid System IonWave and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\*) The Cone of Silence, as stated in the RFP, etc., is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

## RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received seven (7) proposals for RFP25-019. On 04/29/2025, a committee evaluated responsive proposals in a public meeting. The rankings of the responsive proposals are below:

Proposal	Score	Ranking
A-Excellent Service, Inc.	91.93	Highest Ranked
Flo-Tech Mechanical	80.15	2 <sup>nd</sup> Highest Ranked
Anchor Mechanical, Inc.	69.23	3 <sup>rd</sup> Highest Ranked
Johnson Controls, Inc	68.96	4 <sup>th</sup> Highest Ranked
Edd Helms Air Conditioning, Inc.	66.71	5 <sup>th</sup> Highest Ranked
Blizzard Air Conditioning, LLC	66.21	6 <sup>th</sup> Highest Ranked
Advanced Roofing, Inc.	64.14	7 <sup>th</sup> Highest Ranked

Under Section 7 of the RFP, the Committee had the authority to recommend as many ranked responsive and responsible proposers as they deemed appropriate. The Committee recommended negotiations for award to the two (2) highest-ranked companies. All proposers meet all the criteria outlined in the bidding documents and are declared responsive and responsible.

The review of all proposals received confirmed that proposals from A-Excellent Service, Inc. and Flo-Tech Mechanical meet all the requirements outlined in the RFP and are the two (2) highest-ranked proposers; therefore, they are recommended for awards.

By: Jeffrey English Date: 06/12/2025  
Purchasing Agent

**FLO-TECH MECHANICAL LLC**  
**SERVICE AGREEMENT ID#12899**  
**RFP25—019**

**EXHIBIT - B**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C. No. Ext):</b> 1-800-524-7024 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Flo-Tech Mechanical LLC  7010 NW 38th St  Coral Springs FL 33065		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Technology Insurance Company, Inc. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 42376	

**COVERAGES****CERTIFICATE NUMBER:** 4351895**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	TWC4473623	07/26/2024	07/26/2025
							PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

The City of Pompano Beach 100 W Atlantic Blvd  Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Domino Insurance Inc 13155 sw 134 st suite 110  Miami FL 33186	<b>CONTACT NAME:</b> Fabian Rodriguez <b>PHONE (A/C, No. Ext):</b> (954) 289 - 3500 <b>E-MAIL ADDRESS:</b> fabian@dominoins.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Third Coast insurance Comp <b>INSURER B:</b> Geico Marine Ins Comp <b>INSURER C:</b> scottsdale ins <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Flo-Tech Mechanical Llc 7010 nw 38 st  FORT LAUDERDALE FL 33065	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		GLSISTC009004425	05/07/2025	05/07/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP <input checked="" type="checkbox"/> \$10,000			9300148503	05/08/2025	05/08/2026	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$						
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CXS4051912	05/08/2025	05/08/2026	BODILY INJURY (Per accident) \$
	PROPERTY DAMAGE (Per accident) \$						
	EACH OCCURRENCE \$ 2,000,000						
	AGGREGATE \$ 2,000,000						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pompano Beach, its officers, officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Pompano Beach  
100 W Atlantic Blvd  
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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