



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-19-22**

**DESIGN MAINTENANCE AND REPAIR OF CHEMICAL
FEED SYSTEMS**

**VIRTUAL ZOOM OPENING:
July 19, 2022, 2:00:00 P.M.**

For access go to:

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

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-19-22
DESIGN MAINTENANCE AND REPAIR OF CHEMICAL FEED SYSTEMS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") invites professional companies/firms to submit qualifications and experience for consideration to provide maintenance, repair, design and new installation services at the City's Water Treatment and Reuse Water Treatment plants on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), July 19, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

A. Purpose

The purpose of this Contract is to provide the City with maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services.

B. Scope of Services

The Contractor shall provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services as-needed. Professional services under this Contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

C. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the Awarded Proposer to be provided to the City. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Contractor will be required to provide all applicable insurance requirements.

D. Term of Contract

The Term of this Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Contractor. City reserves the right to negotiate the term of its respective Contract with the Awarded Proposer.

E. Equipment to Be Serviced

The following are types of equipment that are located throughout all of the City's water/reuse processing facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories.
- Chemical metering pumps and pump controls.
- Injection point flow meters and quills.
- Chemical storage tanks and associated piping.
- Ultrasonic level sensors and associated wiring.
- Safety showers/eyewash.
- Compound loop controllers and associated wiring.
- Chlorine, pH, ammonia, and fluoride analyzers and associated piping and wiring.
- Piping from bulk storage tanks to chemical metering equipment.
- Chemical injection piping and flow meters from chemical metering pumps to injection points.
- Temporary equipment supply.

F. Contractor Responsibilities

The Contractor shall be responsible for providing the following services:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping and pipe marking.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation.
- Concrete pad installation and/or applicable chemical coatings.
- Emergency spill response.
- Documentation of work including O&M manuals and record drawings as required.
- Startup service as required.

- Setup and lease of temporary equipment as required.
- Engineering services as needed, performed by a State of Florida licensed PE. Services include but are not limited to: design engineering for new or revised chemical storage and chemical feed systems; sign and seal design drawings and As-Build drawings; draft, sign and seal and submit any City, County or State permit applications.
- Other services and construction as required supporting the operation and maintenance of the City's facilities.

G. Chemical Systems

The City currently has in place systems for the following chemicals:

- Lime
- Polymer
- Coagulant
- Carbon Dioxide
- Fluoride
- Sulfuric Acid
- Antiscalant
- Poly-ortho phosphate
- Sodium Hypochlorite
- Ammonia, Liquid Ammonia, or Ammonium Sulfate 40% (Liquid).
- Any other chemical storage and feed systems which may be needed.

H. Hourly Rates for Maintenance

1. Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:30a.m. to 5:00p.m., as more particularly described in the attached Exhibit "F".
2. After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays, as more particularly described in the attached Exhibit "F". The City honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day.
3. Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after-hour services and holidays, 5:00p.m. or later and weekends, as more particularly described in the attached Exhibit "F". The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the City issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

NOTE: Man-hours paid under this Contract shall be only for productive hours on the job site as determined by the City. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to City but is overhead and all costs shall be included in the fixed hourly rates.

Emergency service and after-hour service must be authorized in writing by a City representative. **The City shall accept no proposal with a minimum charge stipulation.**

I. Response Time

In the event the Contractor fails to meet the requirements provided for herein, a second independent Contractor may be called in to perform this function and the cost of this service (including parts) will be deducted from the Contractor's price.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the City to determine if the situation is an emergency or not.

J. Point of Contact

The Contractor shall provide to the City a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

K. All Repairs

All repairs shall be pre-approved on a verbal basis by the designated City representative and a Purchase Order shall follow once the Contractor submits an invoice.

The Contractor shall make approved repairs at the hourly rates plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

For all repairs, the City reserves the right to utilize the City's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this

Contract. It is the responsibility of the Contractor to ensure that competitive prices are submitted throughout the term of this Contract.

L. Staffing Requirements

1. At all times during the term of this Contract, the Contractor shall have in its employment a minimum of two (2) technicians to perform the service under this Contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time the Contractor submits its proposal.

M. Facility Security

1. The City shall request the Contractor to provide a list of all employees working under this Contract. The list shall include picture ID badge, drivers' license numbers and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.
2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.
4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that he/she is a bona fide employee of the Contractor and Sub-Contractors. Use of Sub-Contractors without written consent of the City is cause for termination of the Contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

N. Brand Name or Approved Equal Requirements

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the City's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The City shall not accept any other equipment manufacturers unless prior approval is obtained from a City representative. The Contractor shall be responsible for providing all

equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

O. Warranty

The products proposed shall have a minimum of a one (1) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to its service department, if necessary, in order to accomplish the repairs and deliver the equipment back to the City.

The Contractor shall have a warranty repair facility within a 100-mile radius of the City. The Contractor shall satisfy the City that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

P. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

Q. Parts

The Contractor shall keep an ample inventory of high use and critical, long lead-time parts to ensure parts availability.

R. Pricing – Exhibit “F”

| Hourly Rate | | |
|-------------|--|------|
| ITEM | DESCRIPTION | COST |
| 1 | Regular time rate for service technician | \$ |
| 2 | Overtime/emergency rate for service technician | \$ |
| 3 | Regular time rate for service helper | \$ |
| 4 | Overtime rate for service helper | \$ |
| 5 | Regular time rate for day laborers | \$ |
| 6 | Overtime rate for day laborers | \$ |
| 7 | Regular time rate for engineering personnel | \$ |

| | | |
|---|---|----|
| 8 | Overtime rate for engineering personnel | \$ |
| 9 | Mark up for parts | |

City agrees to pay Contractor for performance of the services set forth in this Contract as indicated in Exhibit "F." The Not-to-Exceed Contract amount shall be \$500,000 (Five hundred thousand) annually. \$200,000 (two hundred thousand) allocated to the Reuse Treatment Plant and \$300,000 (three hundred thousand) for the Water Treatment Plant. Any single work authorization in excess of \$150,000 dollars shall require City Commission approval in advance and prior to Contractor starting work.

S. Project Web Requirements

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Contractor, Sub-Contractors, Design Contractors, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Contractors selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Contractors shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Contractor and Sub-Contractors.** No additional software will be required.

Lead Contractor and Sub-Contractors shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

T. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors 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.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors 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.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. 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 that have a current Business Tax Receipt on the City's website, and locate local companies/firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City Businesses as Contractors and Sub-Contractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

Please note that while no goals have been established for this Solicitation, the City encourages Local Business participation in all of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/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/firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit "Local Business Sub-Contractor 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 Sub-Contractor Utilization Report template and instructions have been included in this Solicitation.

The City shall award a Local Vendor preference based upon Contractors or Sub-Contractors 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 five (5%) percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2 ½) percent of total score.

It is the responsibility of the Awarded Proposer to comply with all Tier 1 and Tier 2 guidelines. The Awarded Proposer must ensure that all requirements are met before execution of a Contract.

U. Required Proposal Submittal

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

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their company/firm proposes to maintain time schedules and cost controls.

Schedule:

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

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

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

Project Team Form:

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

Organizational Chart:

Specifically, identify the management plan and provide an organizational chart for the team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and Sub-Contractors, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this Solicitation. Include the experience of the Prime Contractors as well as other members of the project team; i.e., additional personnel, Sub-Contractors, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five (5) years) where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for Prime and Sub-Contractors.

Office Locations:

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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

Litigation:

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

Minority Business Enterprises:

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

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 4 in the evaluation criteria. Complete Exhibit E and attach certificates.

City Forms:

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

V. Insurance

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

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

Throughout the term of this Contract, the City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this 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 review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Throughout the term of this Contract, The Contractor and all Sub-Contractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Proposer's negligent acts or omissions in connection with Contractor's performance under this 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 operations hazard | bodily injury and property damage combined |
| XX contractual insurance | bodily injury and property damage combined |
| XX broad form property damage | bodily injury and property damage combined |
| XX independent contractors' | personal injury |
| XX personal injury | |
| — sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate |
| — liquor legal liability | Minimum \$1,000,000 Per Occurrence and Aggregate |
| ----- | |
| AUTOMOBILE LIABILITY: | Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined. |
| XX comprehensive form | |
| XX owned | |
| XX hired | |
| XX non-owned | |

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and
property damage
combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

(c) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions set forth in the Contract shall survive the termination or expiration of the Contract for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

Per Occurrence Aggregate

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

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

3. Employer's Liability. If required by law, the Contractor and all Sub-Contractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Awarded Proposer, the Awarded Proposer 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 thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing Company/Firm shall provide thirty (30) days written notice to the City.

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

W. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria:

| Line | Criteria | Point Range |
|------|--|-------------|
| 1 | Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the company's/firm's d. Previous projects performed for the City (provide description) e. Litigation within the past five (5) years arising out of company's/firm's performance (list, describe outcome) | 0-40 |
| 2 | Qualifications of personnel including Sub-Contractors: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: d. Number of licensed staff e. Education of staff f. Experience of staff on similar projects | 0-35 |
| 3 | Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office | 0-15 |

4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any Sub-Contractors should also be included with the response.) 0-10

Total 100

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

NOTE:

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

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

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

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the proposals, the City may invite Proposers for an interview to discuss the proposal and meet company/firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three (3) responses are received, the Committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three (3) companies/firms deemed to be the most highly qualified to perform the service. If three (3) or fewer companies/firms respond to this Solicitation, the list will contain the ranking of all responses.

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

X. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of their respective 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 Sub-Contractors 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 their respective officers, agents or employees.

Y. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, Sub-Contractors files (including proposals of Awarded and Non-Awarded bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the 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 Contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to Awarded Proposer pursuant to the Contract.

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

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

Z. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Florida Statutes Chapter 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:

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 Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. 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 Awarded Proposer does not transfer the records to the City; and
5. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the Contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

AA. Communications

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

BB. 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.

CC. Independent Contractor

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

DD. Staff Assignment

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

EE. Agreement/Contract Terms

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

The Contract shall include as a minimum, the entirety of this Solicitation, together with the Awarded Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the Contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

FF. Waiver

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

GG. Survivorship Rights

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

HH. Manner of Performance

Proposer agrees to perform its duties and obligations under the Contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

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

II. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred and twenty (120) days from the closing date of this Solicitation.

JJ. Conditions and Provisions

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

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

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

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

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

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

KK. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the Awarded Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on an Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor under 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity with Laws

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

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Section 119 or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Awarded Proposer does not transfer the records to the City; and
 - iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the 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 Florida Status Section 119.10, 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 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

LL. Questions and Communication

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

MM. Addenda

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

NN. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the Contract. The Contractor Performance Report has been included as Exhibit to this Solicitation.

PROPOSER INFORMATION FORM

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

RLI_____, _____
(Number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI NUMBER # _____

Federal I.D.# _____

PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|-----------------------|--|----------------------------|--------------------|
| Principal-In-Charge | _____ | _____ | _____ |
| Project Manager | _____ | _____ | _____ |
| Asst. Project Manager | _____ | _____ | _____ |
| Other Key Member | _____ | _____ | _____ |
| Other Key Member | _____ | _____ | _____ |

SUB-CONSULTANT

| Role | Company/Firm Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|------------------|---|--|
| Surveying | _____ _____ | _____ _____ |
| Landscaping | _____ _____ | _____ _____ |
| Engineering | _____ _____ | _____ _____ |
| Other Key Member | _____ _____ | _____ _____ |
| Other Key Member | _____ _____ | _____ _____ |
| Other Key Member | _____ _____ | _____ _____ |

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: _____

Vendor FEIN: _____

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

I Certify

☐

CONFLICT OF INTEREST:

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

No ____ Yes ____

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
- 3 RLI/P.O. Number: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

Would you select/recommend this Contractor again? ____ Yes ____ No

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

Ratings completed by (print name)

Ratings completed by Signature

Date

Department Head (print name)

Department Head Signature

Date

Vendor Representative (print name)

Contractor Representative Signature

Date

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

[illegible]

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

| | | | |
|--|---|-----------------------|----------------------|
| Contractor Name – Authorized Personnel (print) ⁽²²⁾ | Contractor Name – Authorized Personnel (sign) ⁽²³⁾ | Title ⁽²⁴⁾ | Date ⁽²⁵⁾ |
|--|---|-----------------------|----------------------|

Local Business Subcontractor Utilization Report Instructions

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

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

LOCAL BUSINESS PARTICIPATION EXHIBIT "A"

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

RLI Number & Title: _____

Prime Contractor's Name: _____

| <u>Name of Firm, Address</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed/Materials to be Purchased</u> | <u>Contract Amount</u> |
|------------------------------|---|---|------------------------|
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LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime /Contractor)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Sub-Contractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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

RLI Number _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8. Other comments: _____

EXHIBIT "E"

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)
You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---------------------|------------------------------|
| | |
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