



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-20-21  
Janitorial Services**

**MANDATORY PRE-PROPOSAL CONFERENCE:  
May 19, 2021, 2:00 P.M. (Local)  
Virtual Zoom Meeting  
For access go to:  
<https://pompanobeachfl.gov/pages/meetings>**

**OPENING: June 14, 2021, 2:00:00 P.M.  
Virtual Zoom Meeting  
For access go to:  
<https://pompanobeachfl.gov/pages/meetings>**

May 10, 2021

CITY OF POMPANO BEACH, FLORIDA

**REQUEST FOR PROPOSALS  
E-20-21**

**JANITORIAL SERVICES**

The City of Pompano Beach (City) is seeking proposals from qualified firms to provide Janitorial Services to the City for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 14, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time, as specified 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 documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

**MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference and will be held on **May 19, 2021 at 2:00 P.M. (local)** via Zoom. Due to the COVID-19 mandate restrictions and in the interest of social distancing, the pre-proposal conference will be held as a Zoom Meeting with instructions given once the meeting begins, in addition to those instructions provided herein. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In an effort to present an orderly and time efficient pre-proposal conference, a responsive email should be sent to Jeff English, Purchasing Agent of Record, at [purchasing@copbfl.com](mailto:purchasing@copbfl.com) 24 hours prior to the pre-proposal conference, confirming your intent for participation. The email from the potential proposer is to include your company name, representative name/s, email address/es and contact phone number/s. Your information will be added to the list of potential proposers attending, which the Purchasing Agent of Record will publicly acknowledge. Those potential proposers attending without providing prior email notice will be acknowledged by the Purchasing Agent of Record after the reading of the list.

**I. SPECIAL CONDITIONS**

**A. Scope of Services**

The intent of this solicitation is to establish an annual, open end agreement (contract) for janitorial services for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The Proposer is required, prior to submitting a Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the service. The Proposer is also required to carefully examine the specifications and to inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract resulting from this solicitation. No plea of ignorance, by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

**B. Tasks/Deliverables**

The sections provided below generally apply to ALL sites. Actual services to be performed may vary depending upon the physical makeup of each location. These specifications are minimums. Tasks must be performed at intervals specified.

It is understood that the Proposer, prior to submitting a proposal, has visited the site, and has measured, examined and correlated his/her personal observations with the solicitation as to the nature, location, character, quality and quantity of work to be encountered and to the local conditions affecting the work. No allowance will be made for not having visited the site or for not being familiar with existing conditions to be encountered in the work.

**1. SERVICES TO BE PERFORMED DAILY**

- a. Empty and clean ash trays, waste baskets and other waste containers inside buildings, replacing liners as required.
- b. Empty all outside trash containers and replace liners in containers as necessary.
- c. Clean and service sand urns inside and outside of locations.
- d. Clean entry doors (including windows).
- e. Sweep outside entrance areas (under overhang) on northeast (main) entrance of Commission chambers, and north and south entrances to City Hall.
- f. Pick up all trash in stairwells.

- g. Remove trash and recycle items from building and deposit in designated containers.
- h. Sweep, vacuum and/or dust mop all floors. Damp mop ceramic tile floors with clean water and a clean mop.
- i. Vacuum all carpeted areas.
- j. Dust and clean level surfaces of desks, telephones, chairs, tables, filing cabinets, other office furniture, window sills, and top of partitions.
- k. Clean hand marks from counter tops and glass desktops and filing cabinets. (Papers on desks, etc., are not to be disturbed.)
- l. Thoroughly clean all urinals, toilets and sinks and damp mop all floor areas with a clean mop. Clean mirrors, bright metal and all dispensers.
- m. Clean and disinfect all shower stalls.
- n. Fill all paper towel dispensers, toilet tissue holders and soap dispensers.
- o. Wipe off tile edgings in rest rooms.
- p. Clean and disinfect all drinking fountains.
- q. Thoroughly clean any kitchen or snack areas, including counters, floors, sinks, etc.
- r. Clean and polish (with spray cleaner) all tabletops and counter fronts & tops in public areas.
- s. Clean (with glass cleaner) all glass doors and partitions in public areas removing fingerprints, etc.
- t. Spot clean walls and woodwork to remove soiled areas.
- u. Clean and polish bright metal, including door kick-plates.
- v. Mop elevator floor with clean mop, clean elevator panel board, and vacuum elevator floors.
- w. Maintain all janitor closets or storage areas in a clean and orderly manner.
- x. Leave notice advising of any irregularities noted during servicing, such as defective plumbing fixtures, doors left unlocked, lights left on, shortages of rest room supplies, etc.
- y. Turn off all lights except those required to be left on. Close and lock windows and lock all entrance doors.

**2. SERVICES TO BE PERFORMED WEEKLY**

- a. Clean all glass partitions of interior offices.
- b. Dust and wipe exposed air conditioner grills as well as all other grills.
- c. Remove all floor mats and rugs and clean all floor areas.
- d. Repair scuffed and worn floor areas and machine polish all floor areas.
- e. Dust exposed book stacks.
- f. Sweep and dust supply, record and storage rooms.
- g. Clean and disinfect all telephone instruments.
- h. Wash and disinfect partitions and all wall areas in rest rooms.
- i. Check carpets and spot clean as needed.
- j. Check upholstered furniture and spot clean as needed.

**3. SERVICES TO BE PERFORMED MONTHLY**

- a. Vacuum upholstered furniture.
- b. Dust and polish furniture.
- c. Clean picture frames and wash glass, if any. Wash bookcase and clock face glass.
- d. Clean all electric switch plate covers.
- e. Dust stack area, including books, as well as open shelving.
- f. Sweep floor area in air conditioning and equipment rooms.
- g. Thoroughly clean stairwells where applicable including the removal of dust from all pipes and handrails.
- h. Clean venetian/vertical blinds.
- i. Clean outside of all lockers.
- j. Clean, wax and machine polish all floor areas. Clean ceramic tile floors with clean water and a cleaning agent designed for use with ceramic tile.

#### **4. SERVICES TO BE PERFORMED SEMI-ANNUALLY**

- a. Thoroughly machine strip, wax and polish all floor areas, moving desks and furniture to one side to insure uniform maintenance of all floor areas. (Method of cleaning floors described below.).
- b. Complete deep carpet cleaning (steam cleaning) where carpet exists.
- c. Thoroughly clean upholstered furniture, by steam cleaning, or other appropriate cleaning method for the upholstery fabric.

(The above tasks <b.> and <c.> are considered "heavy" cleanings for scheduling purposes.)

**BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.**

**GROUP 1**

Line Item	City Hall Area and Fire	Est. Sq. Ft.	Annual Cost (2021-2022)	Annual Cost (2022-2023)	Annual Cost (2023-2024)	Annual Cost (2024-2025)	Annual Cost (2025-2026)
1	<b>City Hall Four Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. (1st) floor.</b> Description: Conference Room, Mail Room, Snack Room, Restrooms (2), Elevators (2.), Office Areas, Main Lobby. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
2	<b>City Hall (2nd) floor.</b> Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
3	<b>City Hall (3rd) floor.</b> Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
4	<b>City Hall (4th) floor.</b> Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____

5	<b>Commission Chambers One Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060.</b> Description: Commission Chamber, 1 conference room, men's restroom (2). Women's restroom (2). Kitchen Areas (2). Services for the Commission Chambers to be performed (4) days per week, Monday through Thursday. Between 6:00 p.m. and 8:00 a.m. When Commission meeting are held (2nd Tuesday, 3rd Tuesday, and 4th Tuesday of each month), the vendor must perform services before the meetings start (4:00 p.m. - 5:00 p.m.).	7,208	\$_____	\$_____	\$_____	\$_____	\$_____
6	<b>Fire Training 180 S.W. 3rd Street.</b> Description: Office Areas, Restrooms (2). Services to be performed Monday through Thursday between 5:00 p.m. and 8:00 a.m.	5,550	\$_____	\$_____	\$_____	\$_____	\$_____
7	<b>Fire Administration 120 S.W. 3rd Street.</b> Description: Office Areas, Restrooms (2). Training Tower: Office Areas, Restrooms (2), and Training Room. Services to be performed Monday through Thursday between 6:00 p.m. and 7:00 a.m.	1,500	\$_____	\$_____	\$_____	\$_____	\$_____
8	<b>Fire Logistics 1654 SW 5th Court, Suite #1641.</b> Description: Lobby, Offices (9), Restrooms (2), Break Room, and Conference Room. Services to be performed Monday through Friday between 9:00 a.m. and 11:00 a.m.	2,736	\$_____	\$_____	\$_____	\$_____	\$_____
<b>Total Monthly Amount for Group 1</b>		77,694	\$_____	\$_____	\$_____	\$_____	\$_____

**BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.**

**GROUP 2**

<b>Line Item</b>	<b>Public Works, Utilities and Air Park</b>	<b>Est. Sq. Ft.</b>	<b>Annual Cost (2021-2022)</b>	<b>Annual Cost (2022-2023)</b>	<b>Annual Cost (2023-2024)</b>	<b>Annual Cost (2024-2025)</b>	<b>Annual Cost (2025-2026)</b>
<b>9</b>	<b>Purchasing Office 1190 N.E. 3rd Avenue, Building C.</b> Description: Central Stores including an Office area, Restrooms (3), Shower, and a Snack Area. Purchasing Office: Office Areas, Copier Room, Storage Room, and a Conference Room. Graphics including the Print Shop, and sink. For this entire building, services to be performed Monday through Thursday between 3:00 p.a.m. and 6:00 p.m.	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>10</b>	<b>Air park Tower 1001 N.E. 10th Street.</b> Description: Office Areas, Lobby, Restrooms (2), Janitorial Closet, and Snack Area. Services to be performed Monday-Thursday between 5:30 p.m. and 7:00 a.m.	5,159	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>11</b>	<b>Public Works Administration/Engineering 1201 N.E. 5th Avenue.</b> Description: Office Areas, Conference Room, Restrooms (3), and a Lunch Room. Services to be performed Monday through Thursday between 5:00 p.m. and 7:00 a.m.	7,170	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>12</b>	<b>Public Works Garage 1190 N.E. 3rd Avenue, Building A.</b> Description: Office Areas, Break Room, Restrooms (2), Library, Locker Room, and Associated Hallways. The Manager's office is carpeted and the remaining floor areas are tiled. Services to be performed Monday through Thursday between 5:30 p.m. and 7:00 a.m.	1,590	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



13	<p><b>Public Works Offices 1190 N.E. 3rd Avenue, Building B.</b>  Description: West end of the building consists of an Office Area, Men's Restroom (2), Women's Restrooms (2), and an Employee Lunch Room. The East end of the building has a Welding shop that has a small office, a building maintenance office, and (3) restrooms. Services to be performed Monday through Thursday between 5:30 p.m. and 8:00 a.m.</p>	8,750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	<p><b>Membrane Building: 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060.</b>  Description: First Floor: Office areas, Lobby and Hallways, Laboratory and Control Room, Elevator, Restrooms (2) Locker/Shower Rooms.  Second Floor: Office Areas and Hallways, Restrooms (2), and Conference Room with Kitchen Area. Services to be performed Monday-Thursday 7am-2pm.</p>	8,636	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	<p><b>High Service/Filter Building: 301 N.E. 12th Street Pompano Beach, Florida, 33060.</b>  Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (1) Break Room.  Second Floor: Office Areas and Vestibule, Hallways, Computer Training Area, Laboratory and Restrooms (2), Stairs to First Floor, Entry Door at Second Level. Services to be performed Monday-Thursday 7am-3:30pm.</p>	2,596	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	<p><b>Maintenance Shop/Chemical Building: Next to 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060</b>  Description: First Floor: Restrooms (2) Locker Room, Shower, Control Room, Lunch Room Area  Second Floor: Supervisor's Office. Services to be performed Monday-Thursday 7am-3:30pm.</p>	1,793	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

17	<b>Utilities Field Office: 1201 NE 3rd Avenue, Pompano Beach, Florida, 33060.</b> Description: Restrooms (4), Locker room (2), Breakroom. Services to be performed Monday-Thursday 7:30 am-3:30	6,808	\$_____	\$_____	\$_____	\$_____	\$_____
18	<b>Solid Waste Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060</b> Description: Restrooms (4), Offices, (7), Kitchenette, Lunch Room Area. Services to be performed Monday-Thursday after 5pm	2,600	\$_____	\$_____	\$_____	\$_____	\$_____
19	<b>Reuse Water Treatment Plant: 1799 North Federal Highway, Pompano Beach, Florida, 33060.</b> Description: Restroom (1), Control room, Laboratory and Hallways. Services to be performed Monday/Wednesday/Thursday Between 7:30 a.m. and 2:30 p.m.  <b>NOTE:</b> Due to security issues, cleaning may only be performed between the hours of 7:30 a.m. and 2:30 p.m., Monday through Thursday (four days/week.)	2,016	\$_____	\$_____	\$_____	\$_____	\$_____
<b>Total Monthly Amount for Group 2</b>		49,118	\$_____	\$_____	\$_____	\$_____	\$_____

20	Semi-Annual Services for Group I Per Specifications	77,694	\$_____	\$_____	\$_____	\$_____	\$_____
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21	Semi-Annual Services for Group II Per Specifications	49,118	\$_____	\$_____	\$_____	\$_____	\$_____
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**C. Qualifications**

Proposals shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than three (3) years continuously and that are presently engaged in the provision of these services. The City reserves the right to conduct an on-site inspection of the Contractor's facilities, equipment, and delivery fleet during normal working hours prior to award, or at any time throughout the term of the contract or any renewal.

**D. Expansion/Reduction of Janitorial Services**

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. Pricing for these conditions will be agreed upon by the City and Contractor prior to implementation of expansion or reduction of janitorial services.

NOTE: Paper towels, toilet tissue, hand soap and trash can liners will be furnished by the City.

**E. Materials and Equipment**

Storage space will be provided for Contractor's equipment, which remains on the job site during the term of the contract. The Contractor's equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and available to the Contractor's employees at all times. Sufficient cleaning products shall be furnished by the Contractor and maintained at the job site at all times for use by the Contractor's employees in performance of the required services.

NOTE: Paper towels, toilet tissue, hand soap and trash can liners will be furnished by the City.

**F. Inspections**

The Contractor shall be responsible for supervision and direction of the work performed by his or her employees. Adequate supervision shall be maintained, so that the quality of service will be maintained at the levels stated herein. Any supervisor shall have the authority to act as agent for the Contractor in his absence, and shall be fully qualified to implement the contract specifications.

A daily inspection report for City Hall and Commission Chambers shall be completed by the employee designated by the Contractor as the site supervisor. A copy of this report must be furnished to the Contract Administrator, or his/her designee promptly upon request.

The City will supply inspection logs. These logs will be maintained by the Contractor, and completed each time the facility is serviced.

**G. Scheduling**

The janitorial services described herein are required at the designated facilities on the basis of four (4) times weekly, and are to be provided Monday through Thursday, after regular working hours. Services are to be rendered as listed for the number of days per week specified. Services are to be rendered at specific hours stated for each location.

Service at specified locations shall include cleaning of all offices, conference rooms, file rooms, print rooms, break areas, and common areas, including: lobbies; hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Contract Administrator or his/her designee.

Services for the Commission Chambers are to be performed four (4) days per week.

Various meetings are also held in the Commission Chamber building at differing times. During these small meetings the Contractor will be required to "work around" the building occupants. Contractor's personnel must be courteous, and as unobtrusive as possible.

**H. Additional Services/Additional Facilities**

Additional Services may be required. The City will provide twenty-four (24) hours' notice to the Contractor if additional services are required.

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any City department or agency facility may be added to the contract at the option of the City. When required, the Contractor shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then, the additional work will be awarded to the Contractor. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet.

**The City may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current Contractor or for other reasons at the City's discretion.**

**I. Initial Cleaning Requirements**

No more than fifteen (15) days after contract execution, the Contractor will be required to submit a proposed schedule of "heavy" cleaning tasks to the appropriate City contact.

"Heavy" cleaning tasks are defined as: deep carpet cleaning, floor stripping and waxing, interior and exterior window washing, cleaning ceramic tile floors, and cleaning upholstered furniture. The initial round of "heavy" cleaning tasks shall be completed by the end of the first thirty (30) calendar days of service, with subsequent performance of these tasks scheduled at the intervals, as specified herein.

**J. Floor Maintenance**

This section generally applies to all sites to be cleaned. Specifications are minimums.

For all hard surface floors (concrete, terrazzo, tile, etc.) the following shall be done at the intervals specified: floors will be thoroughly washed using a good grade of floor detergent and a solution containing a disinfectant (as appropriate for the flooring materials). Floors will be thoroughly damp mopped on each day of service. In the event a floor is found to be in a condition in which damp mopping is not satisfactory, it will be the duty of the Contractor to machine scrub the floor to an acceptable level. A clean mop should be used for all floor maintenance.

Carpets are to be spot-cleaned as necessary, at least weekly. Deep carpet cleaning must be performed by "steam cleaning" at the intervals specified; surface shampooing is not acceptable. Contractor should provide references for prior carpet cleaning services.

**K. Quality Control**

The monitoring of the Contractor's performance is vested in the Contract Administrator. All questions concerning the acceptability of material used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the Contract Administrator. Disputes between the Contract Administrator and the Contractor shall be resolved by the Purchasing Department.

**L. Penalty Schedule/Deductions**

The Contract Administrator or his/her designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor by 9:00 a.m. the next business day following the performance of service listing any deficiencies found. In the event the Contractor shall not have completed all of the required daily, weekly, monthly or semi-annual services as scheduled in the specifications, then, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If these corrections are not completely performed in accordance with the specification requirements, then, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval from the Contract Administrator or his/her designee shall result in the deduction

of the total daily cost for that location. Penalties will be applied in accordance with the Contractor's proposal form prices. A full penalty price will be levied against the Contractor each time cleaning is not performed in full accordance with work specifications, whether it is to be performed daily, weekly, monthly, quarterly, semi-annually, or annually. Such penalties will continue until said cleaning is performed or the contract is cancelled.

**M. Uniforms and Security**

1. Contractor shall at all times enforce strict discipline and good order among his or her employees. Unauthorized use of City or City employee's property is prohibited, including the use of office equipment, computers, fax machines, and telephones. No smoking is allowed in City buildings.
2. Contractor shall not move or jar computers. Contractor shall not use any cleaning products or equipment that will leave dust or any material containing silicon on or around computer equipment.
3. Contractor's employees shall wear distinctive clean, neat appearing uniforms and footwear while working on City premises. Uniforms shall bear company name or identification tag, so that Contractor's employees may be identified.
4. Contractor shall provide the Contract Administrator or his/her designee with a roster listing all personnel assigned to the contract within fifteen (15) days prior to contract commencement. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cell numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.
  - a. The roster shall list all personnel including but not limited to: managers, supervisors, and janitorial staff who will provide services under the resulting contract, work in or on City property, or have access to City property. Access to City facilities shall be denied to Contractor's personnel not listed on the Employee Roster and pre-approved by the City.
  - b. The roster shall be accompanied by the City's Background Check Affidavit to ensure background checks have been conducted on all required personnel.
  - c. If any changes to the roster are to occur, then, the Contractor shall provide an updated roster showing the new information or personnel, including background checks, via e-mail to the Facilities Manager or designee prior to effecting the change. Failure to notify the Facilities Manager of personnel changes, conduct a background on personnel assigned to the contract, or the misuse of assigned access badges and keys shall be grounds for finding the Contractor in default of the contract.

5. The Contract Administrator, or his/her designee may request the Contractor to remove any employee for security reasons, or if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
6. The successful Proposer(s) will pick up one set of keys for each area/building from the Contract Administrator after notice of solicitation award. The successful Proposer will also receive badges to enter City Hall and Commission Chambers. If keys/badges are misplaced by the Contractor the cost of re-keying the locks and replacement of keys/badges will be incumbent upon the Contractor.

**N. Supervision**

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The on-site supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems with designated City staff. Each supervisor, and the night crew foreman, to the satisfaction of the Contract Administrator, or his/her designee, shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with City staff.

The Contract Administrator, or his/her designee may request the Contractor to remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee. The City prohibits teenagers, minors, or children to work in City owned buildings under this Agreement.

**O. Sample Agreement Form**

By submitting a proposal, the Proposer agrees, if awarded the solicitation, to enter into a contract with City using the City's sample agreement form. See sample agreement form attached as a sample in the eBid system.

**P. Verification of Employment Eligibility**

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. all persons employed by Contractor to perform employment duties within Florida during the term of the contract, and;
2. all persons (including subcontractors) assigned by Contractor to perform work pursuant to the contract.

The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System [<https://www.uscis.gov/e-verify>] during the term of the contract is a condition of the contract. Contractor shall annually certify compliance with this requirement in writing to the City's Contract Administrator assigned to the contract.

**Q. METHOD OF AWARD**

The intent of the Solicitation is to select the two (2) most qualified firms, based on criteria established, on a group-by-group basis. To be considered for award for a given group, the Proposer shall offer prices for all items within the given group. If a Proposer fails to submit an offer for all items within the group, its offer for that specific group may be rejected. Most Qualified means the basis for awarding of this contract will be made with limited consideration of cost.

The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

**R. Term of Contract**

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

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

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

**S. 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 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 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 bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. 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 bid or proposal solicitation.

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

The City is **strongly committed** to insuring the participation of City Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the

Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

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

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

The awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

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

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

- i. 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.
- ii. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of the total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of the total score.
- iii. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

**T. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time as specified 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 10 MB the response must be split and uploaded as two (2) separate files.

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

**Title page:**

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

**Table of Contents:**

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

**Letter of Transmittal:**

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

**Fees & Costs:**

In addition to completing pricing in the line items tab of the eBid system, include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

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

**Schedule:**

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

**References:**

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.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

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

**Litigation:**

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

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may 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.

**U. Insurance Requirements**

Contractor shall not commence services under the terms of the resulting 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 bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

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

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

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

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**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

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**REAL & PERSONAL PROPERTY**

\* Policy to be written on a claims occurrence basis

\_\_\_ comprehensive form                      Agent must show proof it has this coverage.

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**EXCESS / UMBRELLA LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence basis

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

Per Occurrence    Aggregate

\* Policy to be written on a claims made basis

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

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**ENVIRONMENTAL / POLLUTION LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims made basis

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

Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence basis

\$1,000,000              \$1,000,000

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

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

4. Policies: Whenever, under the provisions of the Agreement, insurance is required of the PROPOSER, the 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 City 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 shall provide thirty (30) days written notice to the City.

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

**V. Selection/Evaluation Process**

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s). The Committee will present their findings to the City Commission. Proposals will be evaluated using the following criteria:

**Criteria**

<b>1</b>	<b><u>Relevant experience and qualifications with similar projects</u></b>	<b>0-40</b>	_____
	Longevity of business organization. Experience with other contracts of a similar type The past performance of the Proposer on contracts with the City and any other entities in terms of quality of work and compliance with performance schedules. Key personnel Experience. <u>Note:</u> The Committee may solicit information from previous clients, including the City, relevant information concerning the Proposer’s record of past performance.		
<b>2</b>	<b><u>Knowledge of site and conditions:</u></b>	<b>0-30</b>	_____
	Demonstrate knowledge of each site, capable of supplying quality workmanship and supplies		
<b>3</b>	<b><u>Scheduling and Cost:</u></b>	<b>0-30</b>	_____
	<b>Total</b>	<b>0-100</b>	_____

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

**NOTE:**

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

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

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following



presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

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

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

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

## **II. GENERAL CONDITIONS**

### **A. 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.

### **B. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful 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 this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by 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 his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

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

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

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

### **C. Retention of Records and Right to Access**

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

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 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 Contractor 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 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.

**D. Communications**

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

**E. 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.

**F. Independent Contractor**

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

**G. Staff Assignment**

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

**H. Contract Terms**

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

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful 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, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**I. Waiver**

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

**J. Survivorship Rights**

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

**K. Termination**

The contract resulting from this Solicitation may be terminated by the City without cause upon providing Contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**L. 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 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 good standing and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**M. Acceptance Period**

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

**N. 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 stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this Solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division 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 submittal date.

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

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

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

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

**O. Standard Provisions**

1. Governing Law

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

2. Licenses

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

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by Florida 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 a City, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is a City, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws,

regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

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

9. Withdrawal Of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

#### **PUBLIC RECORDS CUSTODIAN**

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

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

#### **P. 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. 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.

#### **Q. Addenda**



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

**R. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful Proposer's performance for the work specified by the contract. Sample Contractor Performance Report has been included as an attachment in the eBid system.