



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-10-22**

**CONTINUING CONTRACTS FOR
AIRPARK ENGINEERING SERVICES**

**VIRTUAL ZOOM OPENING:
March 31, 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-10-22

CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", the City of Pompano Beach (the "City") invites qualified engineering companies/firms to submit qualifications and experience for consideration to provide engineering services at the Pompano Beach Airpark on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), March 31, 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.

Introduction

The City is seeking qualified engineering companies/firms to work on various projects for the City. The projects range in magnitude from small-scale to large or specialized designs.

The types of projects to be undertaken may include, but are not limited to the following:

- Engineering design and construction management/inspection
- Surveying
- Environmental
- Structural
- Mechanical

- Electrical
- Geotechnical testing and analysis
- Cost estimating and scheduling
- Grant support services
- Site plan review and analysis
- Environmental Assessment
- Environmental Impact Statement preparation
- Land use review
- Zoning review
- Tall structures evaluation
- Terminal Approach procedures (TERP's)
- Federal Aviation Regulations (FAR) Part 77 evaluation
- Related aviation support functions
- Bidding services
- Architectural and landscape architectural services
- Design studies to establish the framework and detailed work program
- Airport data collection and facility inventories
- Aeronautical activity forecasts and demand/capacity analyses
- Facility requirements determination
- Airfield modeling for capacity and delay
- Airport layout and terminal area plan development
- Airport noise studies under 14 CFR parts 150 and 161
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies

- Airport development schedules and cost estimates
- Airport financial planning and benefit cost analysis
- Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects
- Environmental assessments (EA)
- Environmental impact statements (EIS)
- Other studies in accordance with FAA Orders 5050.4 and 1050.1, airspace analysis.

The preceding list of projects are intended to encompass the design and construction of capital improvement projects at the Pompano Beach Airpark. These projects have been selected from the City's 5-year Capital Improvement Plan. The City's approved Capital Improvement Plan (CIP) is included in the 2022 Adopted Operating budget and may be found at the following link: <https://www.pompanobeachfl.gov/government/budget>

A. Scope of Services

The City intends to engage one or more qualified professional companies/firms to provide continuing professional services to the City various projects as-needed. Professional services under this agreement/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.

The scope of services may include, but is not limited to, the following;

- Prepare preliminary design reports and/or design alternative recommendations. These reports may include various types of utility modeling, surveying and field data analysis.
- Prepare all required bidding/construction documents for air field-related projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Preparing grant applications and obtaining grant funding through the Federal Aviation Administration and Florida Department of Transportation.
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of

- projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

The above projects and services represent the general types of projects that may be included in this Request for Letters of Interest (RLI). Task Orders may be issued for similar work or for services required for the development, operation and maintenance of the Pompano Beach Airpark.

Companies/Firms must have previous general engineering aviation experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Regulation.

B. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded company/firm 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. Awarded company(ies)/firm(s) will be required to provide all applicable insurance requirements.

C. Term of Agreement/Contract

The Term of this Agreement/Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the company/firm. City reserves the right to negotiate the term of its respective agreement/contract with the awarded company(ies)/firm(s).

D. Project Web Requirements:

1. This project will utilize e-Builder EnterpriseTM, 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 EnterpriseTM is a comprehensive project and program management system that the City will use to manage all project documents, communications and costs between the lead consultant, sub-consultants, design consultants, contractors and City. e-Builder EnterpriseTM 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 company(ies)/firm(s) selected to provide services for the City of Pompano Beach.

2. Lead and sub-consultants shall conduct project controls outlined by the City, project manager, and/or construction manager, utilizing e-Builder EnterpriseTM. **The designated web-based**

application license(s) shall be provided by the City to the prime consultant and sub-consultants. No additional software will be required.

The lead consultant and sub-consultants 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, City 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™.

E. 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 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 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:

Companies/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 the proposed team, including any specialty subconsultants.

Organizational Chart:

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, 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 consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects [successfully completed within the past five (5) years] where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for prime and subconsultants.

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 consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If 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 companies/firms will arrange for a local office during the term of the agreement/contract, if necessary.

Litigation:

Disclose any litigation within the past five (5) years arising out your companies/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 agreement/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 agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Proposers shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "FINANCIAL STATEMENTS" and marked "CONFIDENTIAL".

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation's response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law, and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the agreement/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 agreement/contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

F. Insurance

The contractor/consultant shall not commence services under the terms of this agreement/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, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

Throughout the term of this agreement/contract, the contractor/consultant and all sub-contractors/sub-consultants 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/consultant 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/consultant's performance under this agreement/contract.
- (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed 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
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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(c) If Professional Liability insurance is required, the Consultant agrees the indemnification and hold harmless provisions set forth in the agreement/contract shall survive the termination or expiration of the agreement/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
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- ___ Network Security / Privacy Liability
- ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- ___ Coverage shall be maintained in effect during the period of the agreement/contract and for not less than four (4) years after termination/ completion of the agreement/contract.

3. Employer's Liability. If required by law, the Consultant and all sub-contractors/sub-consultant 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 agreement/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. The awarded company/firm hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, awarded company/firm 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 agreement/contract on a pre-loss basis.

G. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria:

Line	Criteria	Point Range
1	Prior experience of the company/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/firm 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-contractor/sub-consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: e. Number of licensed staff d. Education of staff e. Experience of staff on similar projects	0-35
3	Proximity of the nearest office to the project location: a. Location	0-15

b. Number of staff at the nearest office

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

Total 100

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.

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.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify, defend, save and hold harmless the City, its officials, employees, volunteers and other authorized agents and the CRA from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City and the CRA to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City and the CRA, any sums due Consultant hereunder may be retained by City and the CRA until all of City's claims for indemnification hereunder have been settled or otherwise resolved with awarded company(ies)/firm(s), and any amount withheld shall not be subject to payment or interest by City and the CRA.

I. Right to Audit

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful proposers), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by

City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

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

The City agent or its authorized representative shall have access to the awarded company's/firm'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.

The awarded company/firm shall require all sub-contractor/sub-consultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the contractor/consultant pursuant to the agreement/contract.

J. Retention of Records and Right to Access

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

5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

K. Communications

No negotiations, decisions, or actions shall be initiated or executed by the 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.

L. No Discrimination

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

M. Independent Contractor

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

N. Staff Assignment

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

O. Agreement/Contract Terms

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

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

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

P. Waiver

It is agreed that no waiver or modification of the agreement./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 agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

The agreement/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.

R. Manner of Performance

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

S. 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.

T. 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 agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

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

U. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the awarded company/firm 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 company/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 awarded company(ies)/firm(s) will be required to verify it 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 agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, consultant or sub-consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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 company/firm requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the awarded company/firm 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/their services pursuant to this solicitation. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A company/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 agreement/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 forty-five (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 company/firm 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/consultant 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/consultant to provide the above described public records to the City within a reasonable time may subject contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'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**

V. 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 due date and time as specified herein. 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.

W. 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.

X. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the awarded company's/firm's performance for the work specified by the agreement/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 THIS FORM IN ITS ENTIRETY AND INCLUDE THIS 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 an agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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 # _____

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 the 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

Proposer (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 ____

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

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

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 company/firm listed.

Name of Company/Firm	Certificate Included?