



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

E-04-24

Lift Station Rehabilitation and Repairs Services

OPENING: JANUARY 30, 2024, 2:00:00 P.M.

Virtual Zoom Meeting

For access go to:

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

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-04-24

LIFT STATION REHABILITATION AND REPAIRS SERVICES

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms to provide lift station rehabilitation and repair services.

The City will receive sealed proposals until **2:00:00 p.m. (local), January 30, 2024**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP 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.

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

City reserves the right to issue one or more contracts for the below described services. *Line Item Pricing provided by Proposers are for evaluation purposes only, and may be renegotiated prior to award, or during the contract term.* City reserves the right to negotiate terms and add additional related services offered by proposers prior to award of Contract.

Introduction

The City requires one or more Proposers to perform lift station rehabilitation and repairs on demand. Awarded Proposer(s) shall furnish all construction equipment, including all necessary tools, for any work covered under an awarded contract. Proposer shall also furnish all necessary temporary materials such as forming, bracing, sheathing, guying, scaffolding and other materials necessary to complete the work which do not remain a permanent part of the improvement.

A complete description of the scope of work for this solicitation can be found within Attachment 1. City reserves the right to add or remove scope during contract negotiations.

A. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

Item	Criteria	Point Range
1	Experience, Expertise and References: previous related work experience and qualifications in the subject area of the company and personnel assigned; recommendations from previous clients; demonstrates a clear understanding of scope of work and other technical or legal issues related to the project; previous work performed for the City.	0-50
2	Resources and Methodology: quantity of available equipment and their types; personnel assigned to the contract; and on-call response times for all services.	0-25
3	Costs: includes evaluation of the line item pricing provided by the Proposer, overall task and deliverables budget, and on call jet vac services	0-25
	Total	0-100

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

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

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

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

Each company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company’s/firm’s representatives,

particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

The Committee shall furnish the City Commission (for its approval) a listing, in ranked order companies/firms deemed to be the most highly qualified to perform the service.

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 RFP; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

B. Required Proposal Submittal

City reserves the right to waive minor irregularities and ask for clarification on submitted forms when considering a Proposer non-responsible. It is the Proposer's responsibility to ensure all documents required for the Committee to successfully evaluate the proposal are provided.

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System.

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 E-mail addresses and telephone numbers. Please limit this section to two pages.

Information required for evaluation:

Proposer shall provide all information that is required for the Committee to evaluate the proposal. This shall include, but not be limited to, Proposer's experience, Proposer's team's qualifications, resources and methodology to be used to complete the work, hour of operation, minimum response time during and after regular business hours, fees in the proposal line items, previous work performed for the City, and equipment necessary to perform the work.

It is the Proposer's responsibility to ensure that the information provided in this section satisfies the information required for the Committee's evaluation. Failure to provide the information required by the Committee to conduct an evaluation may result in the Proposer being deemed non-responsible.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

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 as 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.

Contract Security:

For projects over two hundred thousand dollars (\$200,000); when the Awarded Proposer delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

C. Local Vendor Subcontractor

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: 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 companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

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

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

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

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

3. 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.

D. Term of Agreement/Contract

The initial contract period shall be five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for one (1) additional five (5) year period, subject to contractor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. City reserves the right to change the term of the agreement during negotiations with awarded proposers. Adjustments to pricing rates shall not occur more than once per year.

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

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the Contract, comprised of Attachment 2 Contract Documents attached, and all applicable documents. City reserves the right to make minor modifications to the Exhibit 2 Contract Documents. Within ten (10) days thereafter, Contractor shall sign and deliver the required Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to Contractor.

E. 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.

F. 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 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 Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

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

G. Communications

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

H. 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.

I. Independent Contractor

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

administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

J. Staff Assignment

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

K. Agreement/Contract Terms

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

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/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.

L. Waiver

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

M. Survivorship Rights

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

N. Termination

The agreement/contract resulting from this RFP may be terminated by the City per the agreement/contract's termination conditions.

O. Manner of Performance

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

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

P. Acceptance Period

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

Q. RFP Conditions and Provisions

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

The Proposal shall not contain any alteration to the RFP posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations may not be added after the submittal date.

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

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

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

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

R. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the Contractor 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, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes within the Attributes tab of the eBid System.

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 a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

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

7. Permits

The Contractor 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 Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

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 Section 218,

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

12. Employment Eligibility

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

13. Compliance with Florida Statute 287.05701

The City does not consider social, political, or ideological interest in determining Proposer's responsibility in compliance with Florida Statute 287.05701.

14. Waste Removal Services

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Proposer/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

15. Permits and Fees

The Proposer awarded the project, which is the scope of the RFP, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Proposer. Contact the City Department below for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Proposer/Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

16. Occupational Health and Safety

In compliance with Section 442, Florida Statutes, any items included in the latest edition of "Florida Substance List", which are delivered from a Contract resulting from the RFP, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substance, including:
 - i. The potential for fire, explosion, corrosiveness, and reactivity;
 - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Proposal Response page.

17. Public Records

- a. The City is a public agency subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor 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 Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format 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, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

S. Addenda

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

T. Insurance

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

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

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

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

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

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

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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/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	
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	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
— liquor legal liability	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
___ owned
___ hired
___ non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	other than umbrella bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
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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 its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
 4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
 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. 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/contract 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 agreement/contract on a pre-loss basis.

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

U. Examination of RFP Documents and Sites

- a. It is the responsibility of each Proposer before submitting a Proposal, to (a) examine the RFP Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Proposer's observations with the RFP Documents, and (e) notify the City of all conflicts, errors or discrepancies in the RFP Documents.
- b. Information and data reflected in the RFP Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Proposers on subsurface conditions, underground facilities and other physical conditions, and possible changes in the RFP Documents due to differing conditions appearing in the attached contract sample terms.
- d. Before submitting a Proposal, each Proposer will, at Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Proposer deems necessary to determine its Proposal for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFP Documents.
- e. On request in advance, City will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a Proposal. Proposer shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.
- f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the RFP Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures

or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the RFP.

- g. The electronic submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP Documents, that without exception, the Proposal is premised upon performing and furnishing the work required by the RFP Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the RFP Documents, and that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

V. Contractor Performance Report

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

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	(Note: For Construction Projects Only)
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; customer's expectations are exceeded.

Contractor Performance Report

Would you select/recommend this contractor again? ☐ Yes ☐ No

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

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

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