

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the **City of Pompano Beach** ("City") and **A-Excellent Service, Inc.**, a Florida Corporation ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein; and

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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work and Request For Proposal (RFP)25-019 set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.
2. *Purpose.* The City, on behalf of its Facilities Maintenance Department, contracts with Contractor to provide heating, ventilating, air conditioning, and refrigeration equipment repair and maintenance services upon the terms and conditions set forth herein.
3. *Scope of Work.* Contractor shall provide the Scope of Services per RFP25-019 set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.
4. *Term of Contract.* This Contract shall be for a term of five (5) years or less, beginning with the date this Contract is fully executed by both parties.
5. *Renewal.* This contract is not subject to renewal.

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

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per City's fiscal year for the term of the Contract, a total not to exceed \$1,250,000.

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

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

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Facilities Maintenance Department, Facilities Maintenance Operations Director, and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Walter Weiss Jr., President
1000 W McNab Road #127
Pompano Beach, 33069
Office: (954) 946-9494
Email: sopaw@aol.com

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

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

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

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

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

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

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be

responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

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

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

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

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner

with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

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

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

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

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to

Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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

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

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

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

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

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

A-Excellent Service, Inc.

Witnesses:

Loren A Weiss
(Print or Type Name)

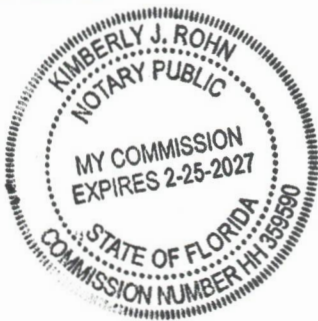
Kimberly Lilly
(Print or Type Name)

By: Walter Weiss Jr.
Walter Weiss Jr., President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of MAY, 2025, by Walter Weiss Jr. as President of A-Excellent Service, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:



Kimberly J. Rohn
NOTARY PUBLIC, STATE OF FL

KIMBERLY J. ROHN
(Name of Acknowledger Typed, Printed or Stamped)

HH359590
Commission Number

EXHIBIT A

1. Addendum 5 – RFP25-019_As-Needed HVAC Repair and Maintenance
2. Proposal-A_A-EXCELLENCE SERVICE_RFP-019 As Needed HVAC Repair and Maintenance
3. EPA Certifications
4. Drug Free Workplace Documentation
5. 6.5 Tier 1 – Tier II Local Business Program



Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP25-019

As-Needed HVAC Repair and Maintenance

Non-Mandatory Pre-Proposal Meeting:

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

Virtual Zoom Meeting

For access, go to:

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

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

Virtual Zoom Meeting

For access, go to:

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



February 4, 2025

Dear Prospective Proposers,

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

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

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

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

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

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

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

Table of Contents

1. DEFINITIONS.....	4
2. SCHEDULE OF EVENTS	5
3. INTRODUCTION AND GENERAL INFORMATION	6
4. SCOPE OF WORK.....	7
5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS.....	12
6. PROPOSAL REQUIREMENTS.....	13
7. EVALUATION AND AWARD.....	21
8. STANDARD PROVISIONS	23
9. ADDENDA.....	29
10. ATTACHMENTS AND EXHIBITS	29

1. DEFINITIONS

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

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

2. SCHEDULE OF EVENTS

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

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Project Background

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

3.2. Non-Mandatory Pre-Proposal Meeting

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

3.3. Proposal Submittal Due Date

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

3.4. Questions and Communication

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

4. SCOPE OF SERVICES

4.1. General

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance, repairs, and replacement as required by the City. The contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as installations regularly found in the HVAC field, including but not limited to:

Cooling Towers	Chilled Water Systems
Exhaust Systems	Duct Work
Water Pumps	Window/through wall A/C Systems
Condensing Units	Heat Pumps
Evaporator Units	Air Handlers
Ice Machines	Axial Fans

4.1.1. City's Responsibilities

- a. The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b. The City shall be responsible for providing parking for unloading tools and equipment at the job site to perform the required services.
- c. The City shall allow access to restroom facilities for use by Contractor's employees.
- d. The City's Facilities Manager or his designee will inspect and accept work the Contractor performs before payment of services is made.

4.1.2. Contractor's Responsibilities

- a. The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms, and conditions of this RFP.
- b. The Contractor shall provide maintenance, repairs, and replacements of any HVAC, refrigeration, and ice machine equipment, including but not limited to control and starter panels, low voltage controls, motors, compressors, troubleshooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.
- c. Contractor shall ensure all work is installed straight, level, plumb and in a skillful manner.
- d. The contractor shall have an English-speaking supervisor/representative on the worksite at all times. This person shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and have the authority to act on the contractor's behalf.

- e. Contractor shall be responsible for correction/replacement, according to local codes and City satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of the contractor's operations.
- f. Design and install HVAC systems for commercial and residential structures as required by the City.
- g. Provide other typical HVAC Maintenance and Repair Services as required by the City.
- h. Establish monthly, quarterly, or annual preventive inspection services as required by the City.
- i. The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.
- j. Call-Out Procedures:
 - i. The Contractor shall be available 24 hours a day, 7 days a week. The Contractor shall provide contact information for the main office phone numbers, cellular numbers, and e-mails for service calls.
 - ii. The Contractor shall be responsible for dispatching the proper level of HVAC Technicians (Master, Journeyman, and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs, the City shall not be charged for the hourly rate of the Master Technician.
 - iii. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials markup set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates before beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.
 - iv. The Contractor shall be responsible for responding to multiple service calls as required by the City.

k. **Response Time:**

Non-Emergency Request for Services
The contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays).
Emergency Request for Services 24 hours/7 days a week
The contractor must be on-site within two (2) hours of the request, regardless of time or day, including holidays.
Notification of Arrival Time for Services
A contractor must notify the city's facilities manager or his designee of the estimated arrival time within one (1) hour of the city's initial service request.

- l. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.
- m. If any job cannot be completed in one (1) working day, the contractor will notify the City. The work area must be cleaned and secured at the end of the work day. No tools, equipment, or materials are to be left unsecured without the Contractor's personnel being present.

- n. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- o. Following the completion of any new installations or upon the City's request, "as-built drawings" shall be submitted if any electrical changes are made.
- p. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- q. Written invoices shall be submitted for all jobs as follows:
 - A copy of the service tickets.
 - Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
 - Within seven (7) days following the close of the next immediate business day.
- r. The Contractor shall provide service tickets with the following information:
 - Description of problem
 - Description of service performed
 - Location where service was performed
 - Parts and/or material used, if any
 - Name of Electrician(s) who performed the service
 - Date of service (start and completion time)
 - Signature of an authorized City employee

4.1.3. Required Equipment

- a. The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.
 - Boom Truck (35 – 40 Ton)
 - Crane (55 – 60 Ton)
- b. Proposers shall provide hourly cost for required equipment and other equipment listed on Lot III of the RFP. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Lot III of the RFP.

4.1.4. Parts and/or Materials

- a. In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials used in each service request. The cost-plus mark-up for parts and/or materials shall not exceed the percentage indicated on Lot II of the RFP.
- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

4.1.5. Quality Assurance

Contractor shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included in the RFP:

- a. Occupation license issued in Broward County must be submitted with or prior to RFP submittal.

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

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

4.1.6. Personnel

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober, and competent in performing the work. The contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read, and write in English so that the City can communicate in an efficient manner.
- b. Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

4.1.7. Vehicles

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

4.1.8. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4.1.9. Maintenance of Pedestrian and Vehicle Traffic

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan with the least impact on traffic, residential activities, and city operations.

- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

4.2. Task/Deliverables

The undersigned, hereinafter called the Proposer hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions, and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein

LOT I – HOURLY COST OF LABOR (10 POINTS)		
Item #	Description	Hourly Cost
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays.	
1	Master Air Conditioning Technician	\$ _____
2	Journeyman Air Conditioning Technician	\$ _____
3	Apprentice Air Conditioning Technician	\$ _____
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays.	
4	Master Air Conditioning Technician	\$ _____
5	Journeyman Air Conditioning Technician	\$ _____
6	Apprentice Air Conditioning Technician	\$ _____
C.	Weekends, Saturdays, and Sundays, Regardless of Time.	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____
D.	Holidays, Regardless of Time.	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____

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

LOT III – EQUIPMENT (5 POINTS)			
Item #	Description	Do you own or rent this equipment?	Hourly Cost
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

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

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

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

5.2. Proposer's Responsibilities

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

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

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

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

5.4. Composition Of Project Team

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

5.5. Violations of Environmental/OSHA Regulations

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

6. PROPOSAL REQUIREMENTS

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

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

6.1.1. Title page:

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

6.1.2. Table of Contents:

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

6.1.3. Letter of Interest:

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

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

6.1.4. Understanding of the Project:

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

6.1.5. Organizational Chart and Principal/Key Team Members:

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

Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing (Maximum 1 page, 8.5" x 11", single-sided).

6.1.6. Statement of Skills and Experience of Project Team:

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

6.1.7. Environmental/OSHA Compliance:

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

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

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

6.1.9. Conflicts of Interest:

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

6.1.10. Unique Capabilities:

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

6.1.11. Litigation:

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

6.1.12. Office Locations:

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

6.2. References (Maximum 20 points)

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

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

6.3. Resources and Methodology (Maximum 25 points)

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

6.4. Cost Proposal (Maximum 25 points)

The Procurement and Contracts staff will evaluate this section.

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

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

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

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

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

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

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

Example:

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

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 25 = 6.25$

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

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

6.5. Local Business Program (Maximum 5 points)

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

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

TIER 1 LOCAL VENDOR.

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

TIER 2 LOCAL VENDOR.

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

LOCAL VENDOR SUBCONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

6.6. Other Required Documentation

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

6.6.1. City Forms:

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

6.6.2. Insurance

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

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

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

and limits described herein, including endorsements.

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

TYPE OF INSURANCE LIMITS OF LIABILITY

GENERAL LIABILITY:

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

* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

___ explosion & collapse

___ hazard

___ underground hazard

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

XX contractual insurance bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined

XX independent contractor's personal injury

XX personal injury

___ sexual abuse/molestation

___ liquor legal liability

AUTOMOBILE LIABILITY:

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

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY:

___ Comprehensive form

Agent must show proof they have this coverage.

EXCESS LIABILITY:

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

other than umbrella bodily injury and property damage combined

PROFESSIONAL LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7. Submission Format Requirements

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

Attachments tab of the eBid System.

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

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

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

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

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

7.2. Evaluation Committee

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

7.3. Evaluation Process

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

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

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

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

7.4. Tie Breaker:

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

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

7.5. Technicalities:

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

7.6. Committee's Recommendations:

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

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

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

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

7.7. Negotiations:

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

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

7.8. Determination of Award:

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

STANDARD PROVISIONS

7.9. RFP Conditions and Provisions

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

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

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

7.10. Acceptance Period

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

7.11. Withdrawal Of Proposals

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

7.12. Protest Procedures

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

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

7.13. Familiarity With Laws

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

7.14. Staff Assignment

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

7.15. Contract Terms

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

7.16. Waiver

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

7.17. Manner of Performance

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

7.18. Quality

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

7.19. Omissions

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

7.20. Hold Harmless and Indemnification

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

7.21. Composition Of Project Team

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

7.22. Survivorship Rights

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

7.23. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

7.24. Governing Law

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

7.25. Relationship to the City

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

7.26. Cone of Silence

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

7.27. Communications

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

7.28. Conflict Of Interest

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

7.29. Lobbying

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

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

7.30. Right to Inspect or Audit

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

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

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

7.31. No Discrimination

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

7.32. Drug-Free Workplace

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

7.33. Public Entity Crimes

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

7.34. Patent Fees, Royalties, And Licenses

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

7.35. Price Adjustments

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

7.36. Invoicing/Payment

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

7.37. Taxes

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

7.38. Force Majeure

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

7.39. Public Records

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

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

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

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

7.40. Public Records Custodian:

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

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

RecordsCustodian@copbfl.com

8. ADDENDA

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

9. ATTACHMENTS AND EXHIBITS

9.1. Appendix - City Forms

Exhibit A - Local Business Participation Form

Exhibit B - Letter of Intent Form

Exhibit C - Local Business Unavailability Form

Exhibit D - Good Faith Effort Form

Exhibit E - Local Subcontractor Utilization Report

Exhibit F – References

Exhibit G - Contractor Performance Report

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

6.1.1

RFP - 25-019

HVAC REPAIR AND MAINTENANCE

A-Excellent Service, Inc

1000 West McNab Road, Ste 127

Pompano Beach, FL 33069

954-946-9494

Walter Weiss Jr. (Jay)

3/13/2025

6.1.2

TABLE OF CONTENTS

6.1.3	Letter of Interest
6.1.4	Understanding of the Project
6.1.5	Organizational Chart and Principal Key/Team Members
6.1.6	Statement of Skills and Experience of Project Team
6.1.7	Environmental /OSHA Compliance
6.1.8	Copy of State of Florida Certified Air Conditioning or Certified Mechanical License
6.1.9	Conflicts of Interest
6.1.10	Unique Capabilites
6.1.11	Litigation
6.1.12	Office Locations
6.2	References
6.3	Resources & Methodology
6.4	Cost Proposal
6.5	Local Business Program
6.6	Other Required Documentation
6.6.1	City Forms
6.6.2	Insurance

6.1.3.

Letter of Interest

SEE UPLOADED

A-Excellent Service

1000 West McNab Road #127
Pompano Beach, FL 33069

9121 N Military Trail #103
Palm Beach Gardens, FL 33410

954-946-9494 561-383-3855
CAC024382

LETTER OF INTEREST 6.1.3

HVAC Repair and Maintenance RFP-25-019

We here at A-Excellent Service are very interested in remaining a part of the City of Pompano Beach's vendor list.

As the president of A-Excellent Service, Inc, I am involved in every day's activities from my office staff to my technicians in the in the field or on any roof top.

Our goal is to achieve trust and satisfaction from our customers and to treat every single job, big or small like it's our own. We are committed 7 days a week/24 hours to the City of Pompano Beach, after hours and holidays.

JOINT VENTURE: This company is NOT part of a joint venture.

F.I.N. 65-0692328

PERSON TO CONTACT REGARDING THIS SUBMISSION:

Loreen Weiss, Vice President
sopaw@aol.com

Walter Weiss Jr.
President

Understanding the project

See uploaded file 6.1.4

A-Excellent Service

1000 West McNab Road #127
Pompano Beach, FL 33069

9121 N Military Trail #103
Palm Beach Gardens, FL 33410

954-946-9494 561-383-3855
CAC024382

UNDERSTANDING THE PROJECT 6.1.4.

A-Excellent Service Inc. has been in business and servicing all types of businesses located in the City of Pompano Beach as well as residents of the local community since 1972. The business was incorporated in 1996.

We truly understand the importance and needs of the city from being there to repair equipment for the local sport team's concession on any given weekend to repairing and servicing the air conditioning equipment at the amphitheater so the show can go on.

City Hall and ground's crew shop air conditioning or ice machines are of great importance and the fire departments and air park are always at the top of our list for emergency services any day or night to ensure everyone's safety.

Walter Weiss Jr., (Jay)
President

6.1.5

Organizational chart and principal/key team members

Walter Weiss Jr (Jay)	President License holder Manager
Loreen Weiss	Vice President Office Management/Accounting
Kimberly Rohn	Dispatch, Scheduling, Permitting, Addtl office support
Kaitie Lilly	Office Assistant

SERVICE TECHNICIANS IN THE FIELD RUNNING DAY TO DAY JOBS

Walter (Jay) Weiss Jr.
Eric Weiss
Tyler Manrodt
Roger Hedlund
Fritz Boursiquot
Ernest Banquero

6.1.6.

Statement of Skills and Experience of Project Team

Walter (Jay) Weiss Jr	Ownership, service and installation . State licensed since 1982.
Loreen Weiss	Financial background since 1985. With company for last 20 years
Roger Hedlund	Service and Installation technician with our company for 8 years.
Fritz Boursiquot	Service and Installation technician with our company for 8 years.
Tyler Manrodt	Service and Installation technician with our company for 9 years.
Ernest Banquero	Service and Installation technician with our company for 15 years
Eric Weiss	Service and Installation technician with our company for 5 years.
Kimberly Rohn	Has successfully run the inside of office for the last 15 years, dea every project our company has performed.
Kaitie Lilly	Office Assistant for the last year assisting in office duties such as dispatch, permitting, parts ordering and scheduling cranes

Projects completed by company and it's employees last 5 years:

4/25/2022	Saint John Paul Academy	Change out 2 - 40 ton split systems
10/16/2024	Perpetual Church	Change out 2 - 20 ton split systems
2/7/2025	Emma Lou City of Pompano Beach	Change out 2 - 5 ton roof top units
1996 - Current Date	Perform all service including maintenance, repairs and change outs on residential and commercial HVAC/R equipment	

6.1.7.

Environmental OSHA Complainece

NO CITATIONS OR VIOLATIONS

6.1.8.

STATE LICENSE CERTIFICATION

SEE UPLOADED

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SF

WEISS, WALTER JR

A-EXCELLENT SERVICE INC

9121 N MILITARY TR STE 103

PALM BEACH GARDENS FL 33410

LICENSE NUMBER: CAC024382

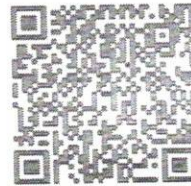
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2024 - 2025**

Business Tax Receipt Valid from: October 1, 2024 through September 30, 2025

4458319

9/11/2024

A EXCELLENT SERVICE INC
9121 N MILITARY TRAIL, STE 103

PALM BEACH GARDENS FL 33410--

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: A-EXCELLENT SERVICE INC
BUSINESS LOCATION: 1000 SW 15 ST 127 POMPANO BEACH FL

RECEIPT NO: 25-00085046
CLASSIFICATION: CONTRACTOR A/C (CL A OR B)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**Business Name:** A EXCELLENT SERVICE INC**Receipt #:** 183-1856
Business Type: HEATING/AIRCONDITION CONTRACTOR (A C CONTR)**Owner Name:** WALTER WEISS JR**Business Opened:** 09/09/2008**Business Location:** 1000 W MCNAB RD #127
POMPANO BEACH**State/County/Cert/Reg:** CAC024382**Exemption Code:****Business Phone:** 954-946-9494**Rooms****Seats****Employees**

10

Machines**Professionals**

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:A EXCELLENT SERVICE INC
9121 N MILITARY TRAIL STE
103
PALM BEACH GARDENS, FL
33410**Receipt #** 03A-23-00005392**Paid** 08/23/2024 27.00**2024 - 2025**

6.1.9

Conflicts of Interest

NO CONFLICTS OF INTEREST

UNIQUE CAPABILITIES: 6.1.10

My name is Walter Weiss Jr. (Jay). My company A-Excellent Service originated in Pompano Beach as an HVAC-R company in 1972 by my father. In 1982 I became a State of Florida Certified HVAC-R contractor myself and took over the family business in 1995. I am the owner /President of A-Excellent Service Inc. with Loreen Weiss as the Vice President. We have been family owned and operated since 1972 and my son, (Eric Weiss) who is currently 23, has also graduated from the HVAC-R school with certifications and currently working on his State of Florida certification. I oversee the entire business and operations daily, and work in the field with my service techs and office staff as well. We are a self-performing company with honest company employees and only use licensed and insured crane companies as sub-contractors for lifting equipment to the roof when needed. All my service techs, including myself, stay up to date on the newest changes and technologies in our industry including the newest transformation from the R 410A refrigerant to the new A2L compliant refrigerant. We all have vast knowledge of the HVAC-R equipment from the smallest of the window units to the ever popular mini-split equipment along with residential to 3- phase commercial equipment. Using all our City of Pompano Beach Local vendor equipment and parts distributors like Rheem, Lennox, American Standard – Trane, Carrier, Daikin commercial and York. Grainger, Gemaire and parts source are just the beginning of our diversity. We fabricate and install our own ducting when needed whether it's Fiberglas or metal, we can do it in house. Our on-board State of Florida certified P.E engineer keeps us up to date on all wind load mounting details for all equipment as per code. So, when it comes to any HVAC-R repair or replacement whether its mechanical or electrical with- in the equipment we can and have been doing it all since 1972. We run 24-hour emergency services 365 days a year so we are there when you need us. Our phones are always answered by a live employee during normal working hours and by a live operator after hours. Even though some of my employees are not family, they are treated as so. Each employee gets holiday pay, vacation pay, health insurance and even those unexpected days off to watch their son or daughters' baseball game, dance competition or go on that field trip which every parent needs. My company A-Excellent Service Inc brings all of this to every single job we do and will continue to do so for The City of Pompano Beach as well.

Litigation 6.1.11

There has been no litigation within the past 5 years.

Office Locations 6.1.12

1000 W. McNab Road Ste 127
Pompano Beach, FL 33069

9121 North Military Trail, Suite 103
Palm Beach Gardens, FL 33410

116 SE #rd Street
Deerfield Beach, FL 33441

6.2

REFERENCES:

City of Deerfield Beach

Steven Hill , Maintenance Director

shill@deerfield-beach.com

954-541-6168

service dates 2010 - present

Repair, replace, install and maintain all city of Deerfield Beach HVAC/R equipment

St John Paul Academy

Andrew Bolger, Director of Facilities

abolger@sjpii.net

561-436-8369

Service dates 2013 - present

Repair, replace and maintain all HVAC/R equipment on campus

Gantt Builders

Sergio Tio, President and General Contractor

sergiot@ganttbuilders.com

954-639-1259

Service dates 2021 - present

Repair and install all HVAC equipment for new construction and existing buildings

6.3

Resources and methodology

2021 CHEVROLET	WHITE
2019 FORD TRANSIT	WHITE
2021 FORD SUPER DUTY F-250 SRW XL	WHITE
2016 GMC SAVANA 2500	GREY
2021 GMC SAVANA CARGO VAN	WHITE
2021 GMC SAVANA	WHITE
2023 FORD F 350	WHITE
2022 GMC SAVANA 2500	WHITE

2025 WARECARGO TRAILER
2006 BROWER TL scissor lift trailer
2012 BRIG FLAT BED TRAILER
2016 TCTC TRAILER - SMALL SHOP TRAILER
2020 CARRY ON TRAILER - SMALL SHOP TRAILER
TOYOTA FORKLIFT

Our comittment in this contract is to fully meet the needs and deadlines of all service and install projects, big or small, in the time frame as requested. Our team works days and nights and weekends if needed to complete the job.

The resources we utilize when jobs are proposed include various local suppliers to get the best quality and efficient parts and/or equipment at the most affordable pricing.

6.4

Cost Proposal

Lot I

Lot II

Lot III

- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

4.2. Task/Deliverables

The undersigned, hereinafter called the Proposer hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions, and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein

LOT I – HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays.	
1	Master Air Conditioning Technician	\$ <u>50.00</u>
2	Journeyman Air Conditioning Technician	\$ <u>40.00</u>
3	Apprentice Air Conditioning Technician	\$ <u>40.00</u>
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays.	
4	Master Air Conditioning Technician	\$ <u>50.00</u>
5	Journeyman Air Conditioning Technician	\$ <u>40.00</u>
6	Apprentice Air Conditioning Technician	\$ <u>40.00</u>
C.	Weekends, Saturdays, and Sundays, Regardless of Time.	
7	Master Air Conditioning Technician	\$ <u>50.00</u>
8	Journeyman Air Conditioning Technician	\$ <u>40.00</u>
9	Apprentice Air Conditioning Technician	\$ <u>40.00</u>
D.	Holidays, Regardless of Time.	
7	Master Air Conditioning Technician	\$ <u>50.00</u>
8	Journeyman Air Conditioning Technician	\$ <u>40.00</u>
9	Apprentice Air Conditioning Technician	\$ <u>40.00</u>

LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item #	Description	Percentage Mark-up
1	Percentage Mark-Up above Contractor's Cost for Parts, Equipment, and/or Materials used during the Performance of the Work.	<u>20</u> %

LOT III – EQUIPMENT			
Item #	Description	Do you own or rent this equipment?	Hourly Cost
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/>	\$ <u>150.00</u>
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/>	\$ <u>215.00</u>

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

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

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

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

5.2. Proposer's Responsibilities

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

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

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

6.5

Local Business Program

TIER 1

Pompano Beach Business employing Pompano Beach Residents

Fritz Boursiquot	Resides in the city of Pompano Beach
Ernest Banquero	Resides in the city of Pompano Beach

TIER 2

Local Vendors:

Badger Corporation
3450 NE 6th Terrace
Pompano Beach
Steel Fabrications, HVAC curbs and adapters

Grainger Industrial Supply
2131 SW 2nd St Building #8
Pompano Beach, FL
HVAC supplies

Trane Supply
2103 SW 3rd St
Pompano Beach, FL
HVAC/R supplies and equipment

Baker Distributing Company
751 NW 33rd St #100
Pompano Beach, FL
HVAC/R parts and equipment

Gemaire Distributors
1708 Park Central Blvd
Pompano Beach, FL
AC/R parts and equipment

Economic Electric Motors
870 SW 12th Ave
Pompano Beach, FL
HVAC Motors & supplies

6.6

Other Required Documentation

See uploaded

6.6.1

City Forms

See uploaded documents

LOCAL BUSINESS PARTICIPATION FORM

THE EBID SYSTEM.

A-EXCELLENT SERVICE INC.

[illegible]

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

RFP Number 25-019

TO: A-EXCELLENT SERV. INC
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

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

ANY + ALL HVAC-R REPAIR- MAINTENANCE - REPLACEMENT -
SERVICE

2-19-25
(Date)

WALTER WEISS JR (JAY)
(Name of Local Business Contractor)

1000 W MC NAB ROAD
(address)

POMPANO BCH FL 33069
(address City, State Zip Code)

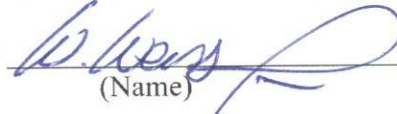
BY: 
(Name)

EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # 25-019

I, NA (Name and Title)

of _____, certify that on the _____ day of _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

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

<u>NA</u>		

Said Local Businesses:

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

Signature: [Signature]

Date: 3/13/25

Note: Attach additional documents as available.

EXHIBIT "D"
LOCAL BUSINESS
ENTERPRISE GOOD FAITH
EFFORT REPORT
RFP # _____

LOCAL BUSINESS ENT.

1. What portions of the contract have you identified as LBE opportunities?

NA

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

3. Did you send written notices to LBEs?

____ Yes ☒ No

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

4. Did you advertise in local publications?

____ Yes ☒ No

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

5. Did you contact any organizations with large constituents of LBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist LBEs in contracting with you?

7. List the LBEs you will utilize and subcontract amount/percentage.

8.

Other comments:

Note: Please attach the unavailability letters with this report.

Exhibit F

REFERENCES

954-946-9494

Company Name: A-EXCELLENT SERVICE INC

RFP-25-019

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

REFERENCE 1

Name of Firm:	CITY OF DEERFIELD BEACH		
Contact Person:	STEVEN HILL / CHRISTINA YODICE		
Contact's Email:	SHILL@DEERFIELD-BEACH.COM / CYODICE@DEERFIELD-BEACH.COM		
Contact's Phone:	954-541-6168 / 561-978-6231	Date(s) of Service:	2010 - PRESENT
Scope of Work:	REPAIR, REPLACE, INSTALL & MAINTAIN ALL CITY OF DEERFIELD BEACH HVAC-R EQUIPMENT.		

REFERENCE 2

Name of Firm:	ST. JOHN PAUL ACADEMY		
Contact Person:	ANDREW BOLGER		
Contact's Email:	ABOLGER@SJPII.NET		
Contact's Phone:	561-436-8369	Date(s) of Service:	2018 - PRESENT
Scope of Work:	REPAIR - REPLACE & MAINTAIN ALL HVAC-R EQUIPMENT ON CAMPOS		

REFERENCE 3

Name of Firm:	GANTT BUILDERS		
Contact Person:	SERGIO TIO		
Contact's Email:	SERGIOT@GANTTBUILDERS.COM		
Contact's Phone:	954-639-1259	Date(s) of Service:	2021 - PRESENT
Scope of Work:	REPAIR & INSTALL ALL HVAC EQUIPMENT FOR NEW CONSTRUCTION & EXISTING BUILDINGS		

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

Exhibit H

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

Name of Proposer's Employee or Consultant with Potential Conflict of Interest
THERE IS NO CONFLICT OF INTEREST OR ANY PERSONS EMPLOYED
BY THE CITY OF POMPAÑO BEACH AFFILIATED WITH
A-EXCELLENT SERVICE INC.

Check one of the following and sign:

☒ I hereby affirm that no known persons employed by the Proposer are also an employee of the City.

☒ I hereby affirm that all known persons employed by the Proposer and are employed by the City have been identified above.


Signature

WALTER WEISS JR.
Printed Name of Official


A-EXCELLENT SERVICE, INC. 
Company Name

Exhibit G – Contractor Performance Report



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

CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
3. Bid# & or P.O.#: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables): _____

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; customer's expectations are exceeded.

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

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

_____ Ratings completed by (print name)	_____ Ratings completed by signature	_____ Date
_____ Department Head (print name)	_____ Department Head Signature	_____ Date
<u>Walter Weiss Jr</u> Vendor Representative (print name)	<u>[Signature]</u> Contractor Representative Signature	<u>3/13/25</u> Date

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

6.6.2

Insurance

See uploaded documents



AEXCE-1

OP ID: HP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

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

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

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BRIAN J. MAMO	954-340-9551	CONTACT NAME: BRIAN J. MAMO PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456 E-MAIL ADDRESS: BRIAN@INNOVATIVE-INSURANCE.COM
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : FCCI INSURANCE CO.		33472
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
A-EXCELLENT SERVICE, INC.
A-EXCELLENT SVC OF CENTRAL FL
9121 N. MILITARY TRAIL STE 103
PALM BEACH GARDENS, FL 33410

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT ADDL INSRD <input checked="" type="checkbox"/> BLKT WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL100026922-07 PRIMARY & NONCONTRIBUTORY	08/26/2024	08/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100004049-09	08/26/2024	08/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC0100059291-05 BLKT WAIVER INCLUDED	08/26/2024	08/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF POMPANO BEACH IS ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

POMPA-4 CITY OF POMPANO BEACH 100 W ATLANTIC BLVD POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian J. Mamo</i>
--	---



AEXCE-1

OP ID: HP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

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

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

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BRIAN J. MAMO	954-340-9551	CONTACT NAME: BRIAN J. MAMO PHONE (A/C, No, Ext): 954-340-9551 E-MAIL ADDRESS: BRIAN@INNOVATIVE-INSURANCE.COM FAX (A/C, No): 954-340-9456
INSURED A-EXCELLENT SERVICE, INC. A-EXCELLENT SVC OF CENTRAL FL 9121 N. MILITARY TRAIL STE 103 PALM BEACH GARDENS, FL 33410		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 33472

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT ADDL INSRD <input checked="" type="checkbox"/> BLKT WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GL100026922-07 PRIMARY & NONCONTRIBUTORY	08/26/2024	08/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100004049-09	08/26/2024	08/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		WC0100059291-05 BLKT WAIVER INCLUDED	08/26/2024	08/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF POMPANO BEACH IS ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

POMPA12 CITY OF POMPANO BEACH PURCHASING DEPT. 1190 NE 3RD AVENUE POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian J. Mamo</i>
--	---



Technical Service Training Certificate

Jay Weiss

has attended the

Ice-O-Matic Training Seminar on Ice-Making Equipment

A handwritten signature in black ink, appearing to read "Jay Weiss", is written over a horizontal line of small dots.

March 5, 2019

Training Representative / Date



Ice-O-Matic
Ice. Pure and Simple

Technical Service Training Certificate

Tyler Manradt

has attended the

Ice-O-Matic Training Seminar on Ice-Making Equipment

March 5, 2019

Training Representative / Date

Ice-O-Matic

Ice, Pure and Simple



Technical Service Training Certificate

Ernest Banquero

has attended the

Ice-O-Matic Training Seminar on Ice-Making Equipment

March 7, 2019

Training Representative / Date



Ice-O-Matic

Ice. Pure and Simple

Technical Service Training Certificate

Fritz Boursiquot

has attended the

Ice-O-Matic Training Seminar on Ice-Making Equipment

March 7, 2019

Training Representative / Date



FERRIS STATE UNIVERSITY
MICHIGAN'S APPLIED POLYTECHNIC UNIVERSITY

REFRIGERANT TRANSITION AND RECOVERY CERTIFICATION Certificate of Completion

This is to attest that

WALTER WEISS JR

has been certified as

UNIVERSAL

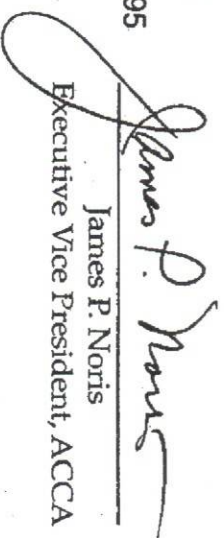


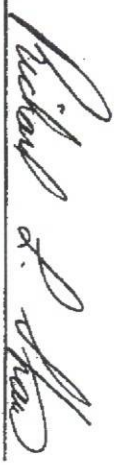
Air Conditioning Contractors of America

technician as required by 40 CFR Part 82, Subpart F

Certification No: 266857174

Date of Issue: January 4, 1995


James P. Norris
Executive Vice President, ACCA


Richard L. Shaw
Program Director, HVAC/R Programs

Type I - Small Appliances, Type II - High Pressure and Very High Pressure Appliances, Type III - Low Pressure Appliances, Universal - Type I, II, and III

Training Certificate PRESENTED TO

Walter Weiss Jr.
A-Excellent Service

**HAS SUCCESSFULLY COMPLETED THE
TRAINING COURSE FOR**

410A

**GIVEN AT PMI/GDI FT. LAUDERDALE
APRIL 26, 2005**

Goodman

Air Conditioning & Heating

Jim Veitch
Jim Veitch
Service Tech Manager

Amana
Heating & Air Conditioning



ERNEST BANQUERO

has been certified as

Type II

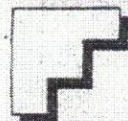
technician as required by
40 CFR Part 82, Subpart F

323644566

Certification Number

EPA Program Approval: October 18, 1993

FERRIS STATE
UNIVERSITY



VOTER INFORMATION CARD, BROWARD COUNTY, FL
TALETA DE INFORMACIÓN DEL ELECTOR, CONDADO DE BROWARD, FL

REGISTRATION NUMBER

Numero de Inscripción

101407976

REGISTRATION DATE

Fecha de Inscripción

Feb/22/1985

PRECINCT

Recinto Electoral

C048

Ernest Banquero

3220 NE 9th Ave

Pompano Beach FL 33064

Feb/05/1963 Rep Date Issued: Jun/29/2012

2012 Redistricting Replacement Card

Brenda C. Snipes Dr. Brenda C. Snipes, Supervisor of Elections

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

MECHANICAL JOURNEYMAN

C# 92-CMJ-7056-X

Ref. 04-12740

BANQUERO, ERNEST

3416

INACTIVE - NOT FOR CONTRACTING

EXPIRES 8/31/04 CTL# 11791

VOCATIONAL, TECHNICAL, AND ADULT EDUCATION

Course Completion Card

THIS CERTIFIES THAT

Ernest Banquero

successfully completed a competency-based unit of instruction in
Air Conditioning Refrigeration

Given this 19th day of December, 198 6



ATLANTIC VOCATIONAL TECHNICAL CENTER

4700 Coconut Creek Parkway

Coconut Creek, FL 33066

B. Anderson
Administrator

John J. Hight
Instructor



esco institute

Program EPA
Approved
December 28, 1993

Certificate No.: **1359250800816**

Eric Weiss

has successfully passed a

UNIVERSAL

exam on how to responsibly handle
refrigerants as required by EPA's
National Recycling and Emission
Reduction Program

www.escogroup.org **(800)726-9696**

ESCO institute

Program EPA Approved
December 28, 1993



CERTIFICATE NO. 689857656440

EPA Certified

NAME: FRITZ L. BOURSICQUOT

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: A- excellent service, inc
Name of Contact Person: Loreen Weiss Telephone #: 561-383-3855
Policy #: WC0100059291-05 Effective Date of Policy: 8.26.24

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

- | | |
|---|-----------------------------|
| 1) Written safety policy and safety rules | 5) First aid |
| 2) Safety inspections | 6) Accident investigation |
| 3) Preventive maintenance | 7) Necessary record keeping |
| 4) Safety training | |

I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification of Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Loreen A Weiss
Employer Name
A-Excellent Service Inc

8.26.24
Date

Loreen A Weiss
Officer/Owner Signature*

V.P.
Title

* Application must be signed by an officer or owner.

NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: A-Excellent Service, Inc

Date Program Implemented: 8-26-24

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- | | |
|---|---|
| <input type="checkbox"/> Job applicant | <input type="checkbox"/> Routine fitness for duty |
| <input type="checkbox"/> Reasonable suspicion | <input type="checkbox"/> Follow-up testing to Employee Assistance Program |

Notice of Employer's Drug Testing Policy:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Copy to all employees prior to testing | <input type="checkbox"/> Show notice of drug testing on vacancy announcements |
| <input checked="" type="checkbox"/> Posted on employer's premises | <input checked="" type="checkbox"/> Copies available in personnel office or other suitable locations |
| <input checked="" type="checkbox"/> Copy to job applicants prior to testing | <input type="checkbox"/> No notice required because the employer had a drug testing program in place prior to July 1, 1990 |
| <input checked="" type="checkbox"/> General notice given 60 days prior to testing | |

Education:

- ☐ Resource file on providers
☐ Employee Assistance Program
☐ Education

Name of Medical Review Officer: Quest Diagnostics

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: Quest Diagnostics Lab

B. Phone No.: () _____

C. Address: _____

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Lorcen A Weiss

Employer Name

A-Excellent Service Inc

8-26-24

Date

Lorcen A Weiss

Officer/Owner Signature*

V. P.

Title

* Application must be signed by an officer or owner.

OFFICE EMPLOYEE POLICY MANUAL



A-EXCELLENT SERVICE, INC.

From employee manual

Termination

All terminations are in one of the following categories:

Resignation

The action to terminate employment is taken by the ***Employee***. Under such circumstances, employees are expected to give at least two weeks notice, along with a letter of resignation. The letter should state the effective date of the resignation as well as the reason for the resignation.

Discharge

The action to terminate employment is taken by the ***Employer***. Actions for which you may become subject to immediate discharge on the first offense include, but not limited to the following:

- Drug use, alcohol use, controlled substance or any other substances or form of drugs. Positive test results on drug screening.
- Falsifying employment application, benefit claim or employment references.
- Irresponsible and/or inappropriate spending of company money.
- Releasing customer account information to an unauthorized individual.
- Releasing employee information to anyone.
- Theft of company, customer or other employee property or money.
- Deliberate destruction of Company, customer or other employee property.
- Rudeness to a customer.
- Unauthorized use of company information and/or equipment.

Initials _____

Controlled Substances and Alcohol Policy

The Company expects all employees to report to work able to perform their duties safely. Controlled substances, drug and alcohol abuse by employees is regarded as an unsafe work practice by creating an increased risk to their safety and the safety of the public. Substance abuse is considered to be any use of illegal drugs or controlled substances with a valid prescription and/or the misuse of alcohol. Controlled substances include marijuana, cocaine, opiates, amphetamines and phencyclidine.

Violations

Possession, use, distribution or sale of controlled substances at any time on or off the job; a positive test result for controlled substances; or the refusal to test for controlled substances or alcohol is grounds for immediate discharge for Company employees.

Possession, use, distribution or sale of alcohol or illegal drugs during employee's working hours or in a Company vehicle will be grounds for immediate discharge and proper law enforcement authorities will be contacted.

Vehicle Operation/Safety

All Employees of A-Excellent Service, Inc. that operate company vehicles

Personal use of a company vehicle will be limited to a 1 mile radius during non-business hours. Special written permission must be obtained from the business owners Walter (Jay) Weiss Jr. or Loreen Weiss for vacation use of company vehicles for trips over a 1 mile radius.

The employee is the only authorized driver of the company vehicle(s). It is expected that the operators of the company vehicle(s) will comply with this policy and respect their driving use privilege by driving safely and taking proper care of the vehicle assigned to them.

Any personal use of a company vehicle, except as specified above, will be considered unauthorized use, and is absolutely prohibited.

Initials _____

Notice to Applicants

This Notice should be included in any application for employment. It should also be posted in an appropriate and conspicuous location on your premises and be available in your personnel office for inspection by the general public during regular business hours.

This form should be provided and completed by an applicant at the time of the employment application.

A-Excellent Service, Inc. (The Company) has established and maintains a drug-free workplace Program. This drug-free workplace Program is in conformity with chapter 440.102, Florida Statutes, its implementing regulations, and Federal law.

As part of this Program, offers of employment are expressly conditioned upon passing a drug test. In addition, employees of the Company may be subject to drug testing under those conditions outlined in the Company's Drug and Alcohol Policy Statement.

For a person receiving a conditional offer of employment, failure of a drug test or refusal to submit to drug testing when required by the Company shall cancel or terminate any job offer. For an employee, failing a drug test or refusing to submit to a drug test will result in action against an employee up to and including termination of employment.

A person who receives a conditional offer of employment will have an opportunity to confidentially report to the Medical Review Officer (MRO) both before and after being tested regarding the use of prescription or non-prescription medications. Additionally, a job applicant shall receive a list of common medications which may alter or affect a drug test. A job applicant will also be given names, addresses, and telephone numbers of local alcohol and drug rehabilitation programs.

Any person receiving a conditional offer of employment who fails a drug test may challenge or explain the result within five working days after written notification of the test result. A job applicant will also have an opportunity to request a retest at the job applicant's expense. If a job applicant's explanation or challenge is unsatisfactory, the job applicant may contest the drug test results pursuant to rules adopted by the Department of Labor and Employment Security or the Florida Agency for Health Care Administration.

The job applicant also has the responsibility to notify the laboratory or clinic conducting the drug test of any administrative or civil action brought involving the drug test conducted by that laboratory or clinic.

The job applicant also has a right to consult the testing laboratory or clinic for technical information regarding prescription and non-prescription medication. In addition, each job applicant will be given a list prior to administration of the drug tests of the substances to be tested. All test results will remain confidential except as allowed by law. The Company will provide each job applicant with a copy of the Company's Drug and Alcohol Abuse Policy Statement prior to the administration of a drug test.

Nothing in this Notice will affect these rights provided in any collective bargaining agreement between the Company and its employees. Refusal to complete or sign this document will result in a withdrawal of any offer of employment.

Name of Company A-Excellent Service, Inc.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Witness: _____

Applicant Drug Testing Consent and Release

This form must be completed when the employee is given a conditional job offer.

As part of my application for employment, I understand that all job offers are expressly conditioned upon submitting to and passing a drug test to detect the presence of illegal drugs or alcohol use.

I hereby consent to submit to a urinalysis or other tests as required by A-Excellent Service, Inc. (the Company) for the purposes of testing for the presence of illegal drugs or alcohol abuse. I agree that a clinic or laboratory approved by the Florida Agency for Health Care Administration may collect and test any specimens I provide for these tests. I further agree to authorize the release of the results of these tests to the Medical Review Officer employed or retained by the Company, to the President or Vice President of the Company, and to such other management personnel as may require this information on a need-to-know basis. My understanding is that any information derived from these tests will be confidential between the laboratory, the President or Vice President of the Company, and the Medical Review Officer, except as otherwise provided by law, or if I place the test or its results in issue in any administrative, legal, or other proceeding.

I have carefully read this Consent and Release form and understand it completely. I also understand that execution of this Consent and Release is a condition of employment with the Company and my refusal to sign will result in withdrawal of any offer of employment I may receive. I am signing this form voluntarily and have not been coerced or placed under duress by any person.

Applicant

Date: _____

Applicant Name: _____

Applicant Signature: _____

Social Security #: _____

Witness 1

Print Name: _____

Signature: _____

Witness 2

Print Name: _____

Signature: _____

6.5

Local Business Program

TIER 1

Pompano Beach Business employing Pompano Beach Residents

Fritz Boursiquot	Resides in the city of Pompano Beach
Ernest Banquero	Resides in the city of Pompano Beach

TIER 2

Local Vendors:

Badger Corporation
3450 NE 6th Terrace
Pompano Beach
Steel Fabrications, HVAC curbs and adapters

Grainger Industrial Supply
2131 SW 2nd St Building #8
Pompano Beach, FL
HVAC supplies

Trane Supply
2103 SW 3rd St
Pompano Beach, FL
HVAC/R supplies and equipment

Baker Distributing Company
751 NW 33rd St #100
Pompano Beach, FL
HVAC/R parts and equipment

Gemaire Distributors
1708 Park Central Blvd
Pompano Beach, FL
AC/R parts and equipment

Economic Electric Motors
870 SW 12th Ave
Pompano Beach, FL
HVAC Motors & supplies

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

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

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

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

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

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

RECOMMENDATION TABULATION

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

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

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

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

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

EXHIBIT B

1. CERTIFICATE OF LIABILITY INSURANCE



AEXCE-1

OP ID: HP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

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

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

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BRIAN J. MAMO	954-340-9551	CONTACT NAME: BRIAN J. MAMO PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456 E-MAIL ADDRESS: BRIAN@INNOVATIVE-INSURANCE.COM
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : FCCI INSURANCE CO.		33472
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
A-EXCELLENT SERVICE, INC.
A-EXCELLENT SVC OF CENTRAL FL
9121 N. MILITARY TRAIL STE 103
PALM BEACH GARDENS, FL 33410

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT ADDL INSRD <input checked="" type="checkbox"/> BLKT WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	X		GL100026922-07 PRIMARY & NONCONTRIBUTORY	08/26/2024	08/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100004049-09	08/26/2024	08/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC0100059291-05 BLKT WAIVER INCLUDED	08/26/2024	08/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF POMPANO BEACH IS ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO
GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

POMPA-4 CITY OF POMPANO BEACH 100 W ATLANTIC BLVD POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian J. Mamo</i>
--	---