



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

**T-02-22
BEACH EQUIPMENT CONCESSION**

OPENING: March 17, 2022, 2:00:00 P.M.

**Virtual Zoom Meeting
For access go to:
<https://pompanobeachfl.gov/pages/meetings>**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-02-22
BEACH EQUIPMENT CONCESSION

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms to operate the rental service of beach equipment and cabanas under a contract with the City.

The City will receive sealed proposals until **2:00:00 p.m. (local), March 17, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

Introduction

The City of Pompano Beach is a southeastern Florida coastal city with three (3) miles of beachfront property. One of the City’s adopted strategic plan’s goals is a preferred place to visit, emphasizing the importance of bringing in tourists and visitors to vacation. In efforts to attract visitors and tourists to the main public beach, the City wants to provide rental service of beach equipment and cabanas. This is a common amenity located throughout many cities along the southeast coast of Florida.

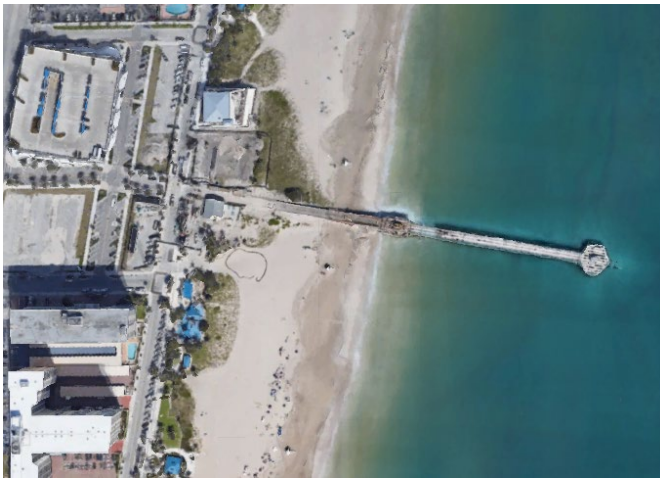
A. Objective

The City requires a sole provider (Licensee) to operate the rental service of beach equipment and cabanas to the public in efforts to enhance the number of amenities the City can provide to the public.

B. Services to be provided by Licensee

As part of its responsibilities, Licensee shall provide at a minimum the following services to patrons of the City’s beach:

1. Manage the day-to-day operations of the beach equipment and cabana rental to the public and provide beach equipment rental and services on a year-round basis in order to meet the needs and demands of the public.
2. Beach equipment rental and set up shall only occur in the areas of the main public beach as described below. Beach equipment shall mean chairs, umbrellas, cabanas, wind screens and related beach equipment.



- a. South of the fishing pier – starting 150 yards north of south line of public beach, extending north to 150 yards south of fishing pier and west to 25 yards from lifeguard station. Equipment will not be located within 15 yards of lifeguard stands.
 - b. North of the fishing pier – starting 150 yards north of fishing pier extending north to 150 yards of north boundary line of public beach and west to 25 yards west of lifeguard stand line. Equipment will not be located within 15 yards of lifeguard stands.
 - c. Any beach rental equipment will not exceed line of sight of the following:
 - i. East – between 2 adjacent lifeguard towers (lifeguard visibility)
 - ii. West – between 2 adjacent cement garbage cans placed mid-beach (emergency vehicle access lane)
3. Maintain the general cleanliness of the rented areas including daily collection of debris prior to opening and throughout the day.

C. Beach Equipment Rental Rules and Regulations –

1. Licensee shall provide a written evacuation plan for the prompt removal of all facilities and equipment used in the operations from the beachfront within one (1) hour of notification by appropriate City authorities and within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management.
2. Beach equipment rental operations shall not occur after sunset.

3. Beach chairs shall be permitted to remain on the sand overnight, if in good condition, neatly stacked and arranged side by side. A maximum of ten (10) chairs per stack for plastic and four (4) chairs per stack for wood.
4. Any additional building or storage used for operations will be allowed to remain on the beach, as long as it is well maintained and kept in appropriate areas.
5. Licensee shall be responsible for any damage caused to City property.
6. All storage buildings and beach equipment shall be neat, clean and well maintained at all times.
7. Any advertising of beach equipment shall be preapproved by the City.
8. Licensee shall adhere to maintenance schedule, set up by the City, and provide personnel to remove cabanas and rental equipment according to that schedule to facilitate cleaning of the municipal beach.
9. City will not provide free parking for Licensee and employees.
10. Licensee may install signage to promote the sale of its merchandise and services with the preapproval from the City on size, wording, numbers, etc.
11. Any additional buildings and/or storage required by Licensee shall conform to all applicable City codes and building requirements. These items shall remain the property of the City upon termination of the agreement. Size and color of storage shall be decided by the Parks and Recreation department.
12. Licensee shall only be authorized to rent beach equipment preapproved by the City. Additional items that Licensee wishes to be added shall be subject to review by the City prior to implementing.
13. Licensee shall establish rates approved by the City for the renting of beach equipment and services. Rates must be on file with the City of Pompano Beach and posted visibly by Licensee. Any revisions to the rates must be preapproved by the City prior to posting and implementing.

Any violations of above listed rules and regulations may result in the closing of operations and confiscation of all equipment by the City.

Beach Equipment –

1. All umbrellas, chairs and cabanas will be blue and white.
2. Rental equipment and services shall be limited to only the rental of beach chairs and lounges, beach umbrellas and cabanas. Licensee must not rent the following equipment to the public: jet skis, wave runners, motorboats, sailboats, kayaks, scuba equipment or kit boarding. Licensee shall be allowed to rent boogie boards, paddle boards, and snorkel equipment.
3. Licensee is responsible for all repairs to equipment.
4. All beach equipment must meet the following minimum specifications:
 - a. Strap Lounge
 - i. Style: Chaise Lounge
 - ii. Construction: Aluminum
 - iii. Size: 79.5 x 24
 - iv. Weight: 19 lbs
 - v. Frame color: off white

- vi. Stacking quantity: 10
 - vii. Strap Colors: blue and white
 - b. Double Wooden Lounge
 - i. Construction: Pressure treated pine with galvanized hardware
 - ii. Size: 13”H x 36”W x 72”L
 - c. Cabana
 - i. Fabric: Sunbrella
 - ii. Size: 52”H x 47”L x 57” W
 - iii. Construction: Aluminum Ribs and stainless-steel bolts
 - iv. Color: Blue
 - d. Umbrella
 - i. Fabric: Sunbrella
 - ii. Size: 7.5’ h x 8’ W
 - iii. Color: Blue
 - e. Cushion for Lounge
 - i. Fabric: Texaline
 - ii. Thickness: 3”
 - iii. Color: Blue
 - iv. Size: 69.5” x 22.5”
5. City will have the right to inspect equipment periodically to determine its condition. If the equipment does not meet the City Standards the Licensee shall repair or replace to meet City Standards.
 6. At all times, cabanas shall be placed with a minimum clearance of ten (10) feet between each cabana on all sides.
 7. Placement of equipment shall never interfere with Ocean Rescues’ observation of the public for said public’s welfare and safety.
 8. The City is liable for any damage or injury by water, including, but not limited to water breakage, leakage or obstruction of the water.

Management –

1. All employees shall wear identification badge and uniform and must present themselves in a professional and courteous manner during hours of operation.
2. Responsible for hiring and managing its own staff to operate rental area. All staff shall be a minimum of eighteen years old.
3. Shall provide prompt response, and, if necessary, action, to any complaints.
4. Shall inform City of any repairs or maintenance necessary to the rental area.
5. Shall inform City in writing, within 24 hours, of any accidents that occurred in rental area in which damage to property or injury occurs.
6. Shall not make any improvements, additions or repairs to licensed area without prior approval from the City.

Licensee shall conduct criminal background checks prior to the start of any and all employees. Licensee is responsible for the cost of the background check. The City reserves the right to approve

or reject, for any reason, the Licensee's staff assigned to the operations under this agreement/contract at any time.

Compensation and Reporting –

1. Licensee shall collect all monies for rental of beach equipment and services.
2. Licensee shall be responsible for payment of all Florida sales tax for all revenue collected.
3. Licensee shall provide City compensation for this license, which may be in the form of a percentage of gross sales, flat rates or alternative method agreeable by both parties.
4. This report to the City is due within fifteen (15) days after the previous month.
5. Licensee shall be responsible to pay any and all sales taxes and other charges of any nature or kinds which may occur.
6. Licensee shall furnish to the City an annual financial report, prepared by an independent certified public accountant within sixty (60) calendar days of the end of each annual agreement period.

Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach

1. "Small off-road vehicle" shall mean golf carts and all-terrain vehicles (ATV's) and any trailer attachment. The Licensee shall have approved safety certification in files and present the certificate to City if asked requested.
2. Licensee motor vehicle, small off-road vehicle and any trailer attached shall only be allowed on beachfront for purposes of supplying the concession operation and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle on behalf of Licensee must have a current Florida driver's license. Supplying and removing will only be permitted during regular business hours and shall be completed safely. No motor vehicle, or small off-road vehicle will be permitted on the beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.
3. Vehicle speed, operated on the beachfront, shall not exceed five (5) mph.
4. Vehicle must have signage, on each side, with the name of the Licensee.
5. Licensee shall be limited to one (1) small off-road vehicle and one (1) attached trailer to supply and service Licensee operation.
6. Upon entering beach area, vehicle lights must come on.
7. During operation of vehicle, passenger and drive front windows must be down.
8. All small off-road vehicles must stay in hard packed sand, west of area provided by Ocean Rescue.
9. Licensee shall comply, at all times, with all rules for use of Motor Vehicles and Small Off-Road Vehicles on the Municipal Beach. Under no circumstance, shall any vehicle travel under the municipal pier.

10. City will review the safety courts certificates from Licensee in order to obtain authorization to utilize small off-road vehicle and trailer on the beach and inform beach patrol of said authorization.

1. Scope of Services

FACILITIES AND SERVICES PROPOSED

The intent of this Request for Proposals (RFP) is to receive proposals that must clearly describe in detail the facilities, and the scope of services proposed. Include details of your approach and work plans. A statement must be included which explains why your approach and plan would be the most effective and beneficial to the City. Lastly, the proposal must include the total and comprehensive revenue benefits to the City based upon the proposed rent or percentage payments pursuant to the gross revenue, whichever is greater.

Qualifications: Proposers must provide evidence that they are fully competent and have the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted. The City will consider the Proposer's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the project. Indicate the financing structure contemplated for this project and Proposer's equity position. Alternatively, provide adequate information for the City to determine the credit worthiness of the Proposer. Proposer shall be required to provide a combination of audited (or reviewed) financial statements, bank statements and bank commitment letters, or some combination thereof. The City reserves the right to require additional information regarding the Proposer's ability to secure financing as it deems necessary.

2. Term of Agreement/Contract

The term of agreement/contract will be five (5) years, with the option to renew for a maximum of one (1) additional five-year period, subject to mutual agreement/contract.

3. Monthly Payments

Proposer is to indicate the amount in its proposal that it will pay to the City as rent for the lease of the land and the proposed percentage of gross revenue. The Awarded Proposer will pay to the City monthly payments (based on fiscal year) in advance of each month, as indicated in its proposal, in full accordance with all terms and conditions as set forth in this RFP, which will become part of said agreement/contract.

The minimum monthly payment payable to the City for the first Agreement/Contract Term shall be the minimum annual guarantee divided by twelve (12), as proposed herein, or a percentage of annual gross revenue, whichever is the greater of the two. If the percentage of annual gross revenue exceeds the proposed minimum annual guarantee, the Awarded Proposer will remit the additional amount to the City in one payment within ninety (90) calendar days of the end of that calendar year. The minimum monthly payment payable to

the City for any renewal period shall be subject to negotiation. Beginning upon commencement of the agreement/contract, and then fifteen (15) calendar days prior to the beginning of each month thereafter, the Awarded Proposer shall pay the monthly payment. Monthly lease payment is to include applicable sales tax.

In the event the Awarded Proposer fails to make any payments to the City more than seven (7) days after the same is due, the Awarded Proposer shall pay to the City for such privilege an additional charge of One Hundred Dollars (\$100.00) per day for each day's delay in payment retroactive to the first day each payment was due. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the payment due. In this respect, the \$100 penalty fee shall occur until the monthly payment and all applicable penalties are paid in full.

4. Letter of Credit

The Awarded Proposer shall be required to provide a continuous security in the form of an Irrevocable Letter of Credit in a form acceptable to the City. This Irrevocable Letter of Credit will provide a source of funds to help cover any damages to the City upon failure of the Awarded Proposer to perform any or all of its obligations under the terms of this RFP and resultant agreement/contract. The Awarded Proposer shall provide the initial Irrevocable Letter of Credit to the City fifteen (15) days in advance of the effective date of the Development Agreement and a new Irrevocable Letter of Credit shall be provided thirty (30) days prior to the expiration of the current period to provide security for the succeeding period. Each Irrevocable Letter of Credit shall be in an amount equal to the guaranteed rent for that period.

The failure to provide a new Irrevocable Letter of Credit in a form acceptable to the City, in the times indicated previously, shall be a breach of the agreement/contract and entitle the City to demand payment under the outstanding document. Demand by the City under the Irrevocable Letter of Credit does not act as a waiver of any other rights or remedies that the City may have.

5. Required Proposal Submittal

Submission/Format Requirements

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

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:

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

Table of Contents:

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

Letter of Transmittal:

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

Qualifications:

Proposer must present evidence that it is fully competent and has the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted.

Financial Information:

Provide a copy of the most recent audited financial statements for the proposing firm. If audited financial statements are not available, provide a copy of the most recent compiled financial statements, and a copy of the most recent tax form.

You may include additional information that will assist the City in the evaluation of the financial stability of your firm.

References:

Submit a client reference list, including the name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

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

Other Information: Any additional information to assist the City in its evaluation of each proposal and optional additions to the Proposer's base proposal, if any, must also be included. Proposer may submit any unique information that it believes the City should consider when evaluating its proposal.

City Forms:

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

that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

6. Insurance

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

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

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

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

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

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

Throughout the term of the agreement/contract, Awarded Proposer 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.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Awarded Proposer is obligated to pay compensation to employees engaged in the performance of the work. Awarded Proposer further agrees to be

responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Awarded Proposer's negligent acts or omissions in connection with Awarded Proposer's performance under this agreement/contract.
- 2) 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 \$2,000,000 Per Occurrence and \$5,000,000 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
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	
XX liquor legal liability	

AUTOMOBILE LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
XX comprehensive form	
___ owned	
___ hired	
___ non-owned	

REAL & PERSONAL PROPERTY	
XX comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY	Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$5,000,000
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(3) If Professional Liability insurance is required, Awarded Proposer 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.

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

- D. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.

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

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

which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such agreement/contract on a pre-loss basis.

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

7. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria:

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>
A.	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Three (3) reference	0-15
B.	Qualification of personnel: Ready to Mobilize at start of contract Number of staff Experience of staff in this type of environment	0-10
C.	Availability of personnel: Current number of concession contracts	0-10
D.	Proximity of the headquarters or nearest office to the City of Pompano Beach	0-5
E.	Financial Responsibility	0-20
F.	Beach Equipment Rental Type (cabanas, chaises, umbrellas, floats, etc.) Age of equipment Schedule of rental fees for all equipment indicated above Marketing Plan	0-20

G	Payment guarantees to the City	0-20
	Total	100

NOTE:

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

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

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

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

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

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

8. 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.

9. Right to Audit

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

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

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

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

10. Retention of Records and Right to Access

The City is a public agency subject to Section 119, Florida Statutes. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and

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

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Agreement/Contract Terms

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

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

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

16. Waiver

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

17. Survivorship Rights

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

18. Termination

The agreement/contract resulting from this RFP may be terminated by the City without cause upon providing Awarded Proposer with at least sixty (60) days prior written notice.

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

19. Manner of Performance

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

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

20. Acceptance Period

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

21. RFP Conditions and Provisions

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

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

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

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

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

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

22. Standard Provisions

A. Governing Law

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

B. Licenses

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

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

C. Conflict of Interest

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

D. Drug Free Workplace

The Awarded Proposer will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

E. Public Entity Crimes

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

F. Patent Fees, Royalties, And Licenses

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

G. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the scope of services, tasks, deliverables, terms and conditions as set forth herein and to conform to the requirements of said legislation.

H. Familiarity with Laws

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

I. Withdrawal of Proposals

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

J. Composition of Project Team

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

K. Invoicing/Payment

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

L. Public Records

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

If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 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**

23. Questions and Communication

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

24. Addenda

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

if an addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

25. Contractor Performance Report

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

PROPOSER INFORMATION PAGE

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

RFP _____,
(Number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

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

No ___ Yes ___

Contractor Performance Report



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

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

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
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

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