



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

BID L-22-17 – Excess Insurance

January 18, 2017

The City of Pompano Beach is currently soliciting bids for the purchase of Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation & General Liability Insurance. Sealed bids will be received until **2:00 p.m. (local), February 9, 2017**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to purchase Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation & General Liability Insurance to replace existing policies on March 1, 2017. Bidders shall submit bid pricing for annual premiums based on existing coverage and self-insured retentions levels currently in effect.

B. Contract Period

The initial contract period shall be one year, commencing March 1, 2017.

The contract may be renewed for four (4) additional one (1) year renewal terms, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Renewals may be approved and executed by the City Manager or their designee.

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

C. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the Self-Insured Retention premium in each category. Bidders must match or enhance the scope of coverage's currently in place. Bidder must have a minimum of five (5) years of municipal governmental experience in the Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation, Public Officials, & General Liability Insurance area, within the State of Florida. The City may make one award to include all categories, or may make one award for each category (separate vendors) for the Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation, Public Officials & General Liability Insurance.

Bidders must demonstrate insurers' financial strength to adequately cover the City's exposure in a catastrophic event. Insurers eligible for Best's rating must have a rating of A, A-(excellent), A+ (superior), or A++(superior). Insurers not eligible for Best's rating must submit their most recent audited financial statement, and a listing of reinsurers including type and amount of coverage provided by each reinsurer, and percent of participation of each reinsurer. Evidence of such reinsurance coverage is also required.

No "Broker Quotes" will be accepted; coverage quoted must be supported by insurance carrier written quotation confirmation(s) and copies of confirmation(s) must be included within bidder's response to the City.

D. Pricing

All premiums bid shall be firm for one (1) year from date of award. The City will make interest free installment policy payments. Bidders must indicate their most flexible interest free payment schedules.

E. Addenda

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

F. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment.

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

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary 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. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit C,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D) describing the efforts made to include local business participation in the contract.

G. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small

Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit E, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit F, for all participating SBE firms. Submit Exhibit G listing SBE firms that were solicited but not selected. Submit Exhibit H explaining your firm's good faith efforts to include certified SBE firms on this contract.

For the purpose of eligibility the City of Pompano Beach will accept those SBE's currently certified/registered by the State of Florida, Broward County Government and/or others with similar certification criteria. A copy of the certificate for each SBE listed on the SBE Participation Form (Exhibit "E") must be included with your bid.

H. Detail Specifications

1. Background

The City of Pompano Beach is a full service City, with a year round population of approximately 106,160 residents, that swells to over 115,000 during the season

(September through March), located within the boundaries of Broward County, deriving its government authority as an agency of the State of Florida. Commission members are elected on a non-partisan basis for two-year terms; the Mayor-At-Large is elected on a City-wide non-partisan basis for a four-year term. The City Commission appoints the City Manager who is the Chief Administrative Office of the City and directs the business of the City and its various departments. The City Commission determines policy, adopts legislations, approves the City's budget, sets taxes and fees, and appoints the City Attorney and members of various boards and committees.

The City provides a full range of municipal services. The Public Safety program includes fire protection and emergency medical services. Beaches, public swimming pools, a golf course, tennis courts, many neighborhood parks and community centers provide a well-rounded, active recreational program. The Public Works Department provides essential street and highway maintenance, animal control, sanitation and other technical assistance to the City; the Utilities Department provides water and sewer services. Additional services provided include building inspection, planning, zoning, engineering, surveying, cemetery, as well as general administrative services.

The City employs approximately 750 full time employees, 200 part time employees, and a small number of volunteers.

The Risk Management Division of the Human Resources Department is composed of a Risk Manager; Claims Adjuster II (specializing in property and casualty claims); Claims Adjuster I (specializing in workers compensation claims); Office Assistant II and a part time Office Assistant I.

The City is soliciting bids for insurance programs to match or enhance its current coverage highlights detailed below. Please refer to copy of applicable policy declaration pages attached herewith, for complete summary of minimum coverage details in Attachment "G."

2. Current Coverage:

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Boiler & Machinery (Municipal Property Only)	Travelers Insurance Co	\$5,000/Per Occ. (4hr wait per. for Utility Interruption)	\$100,000,000
Comprehensive Coverage:	Property Damage - \$100,000,000	Expediting Expenses - Included	Water Damage - Included
	Hazardous Substance - \$10,000,000	Electronic Computer, Data Processing - \$5,000,000	Data or Media - \$2,500,000 (90 days)
	Business Interruption/Extra Expense - Included	Spoilage – Included	

Utility Interruption – Included
 Newly Acquired Premises – Included
 Ordinance or Law - \$10,000,000

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Property Policy (Excludes Utilities- (Utilities quoted separately)	Lexington Insurance Co	\$100,000/Per Occ. Named Storm – 5% of TIV, subject \$100,000 minimum per occ.	\$25,000,000

Sublimits:	\$10,000,000	Named Storm
	\$2,500,000	Earthquake (Annual Aggregate)
	\$1,000,000	Flood – Flood Zones A&V are excluded
	\$1,000,000	Demolition and Incr Cost of Construction
	\$1,000,000	Newly Acquired Locations – 60 Days Report
	\$1,000,000	Debris Removal
	\$1,000,000	Expediting Costs, Extra Expense Combined
	\$1,000,000	Contractor’s Equipment
	\$1,000,000	Miscellaneous Unnamed Locations
	\$1,000,000	Auto Physical Damage (while located on an insured location) or within 1,000 feet, exclu. over the road
	\$1,000,000	Errors & Omissions
	\$100,000	Electronic Data & Media
	\$100,000	Accounts Receivable
	\$500,000	Property in the Open

Valuation:	Building & Contents – Replacement cost
	Extra Expense – Actual Loss Sustained
	Automobile – Lesser or Replacement Cost or ACV
	Contractors Equipment – Actual Cash Value

Property Coverage’s are on an “All Risk”, “Scheduled” basis for buildings and contents reflected in the Municipal Property Schedule (Attachment A).

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Excess Property Policy (Excludes Wind & Hail) (Excludes Utilities)	See Below: Landmark American	Policy is per occ., excess of primary \$10,000,000	\$30,000,000

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Property Policy (Utilities)	ACE American	\$100,000/All perils Per Occ., \$10,000,000 Named Windstorm Named Storm – 5% of TIV, subject	\$35,000,000

Including Boiler & Machinery

\$250,000 minimum per occ.
(\$10,000,000 limit for named
windstorm)

Sublimits:	\$2,500,000	Annual Aggre Earthquake/Earth Movement
	\$2,500,000	Annual Aggre Flood - Excl Zones A&V
	\$1,000,000	Automatic Coverage (Newly Acquired)
	\$100,000	Business Interruption
	\$1,000,000	Extra Expense
	\$1,000,000	Contractor's Equipment
	\$1,000,000	Debris Removal (or 25% of the loss, whichever is greater)
	\$1,000,000	EDP Equipment and Media
	\$500,000	Expediting Expense
	\$1,000,000	Increased Cost of Construction, Demolition
	\$50,000	Off Premises Firefighting Expense
	\$100,000	Off Premises Power
	\$100,000	Pollution Cleanup Real & Personal Property
	\$100,000	Temporary Removal of Property
	\$100,000	Transit
	\$1,000,000	Personal Property at Unnamed Locations
	\$1,000,000	Vehicle on Premises

Property Coverage's are on an "All Risk", "Scheduled" basis for buildings and contents reflected in the Utilities Property Schedule (Attachment A).

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability	Lloyd's of London	\$200,000 SIR/Per Occ.	
	\$2,000,000	Each Occurrence	
	\$6,000,000	Annual Aggregate	
	\$4,000,000	Annual Aggregate for Sexual Harassment, E & O, Employee Benefits	
	\$2,000,000	Annual Aggregate for Sexual Abuse	
Separate SIR applies to WC:	\$500,000	Self-Insured Retention Per Occurrence	
	\$250,000	Annual Aggregate (Corridor)	

In addition to quotes for coverage equivalent or superior to the above current coverage, bidders are to indicate the cost and coverage of any pollution liability available by endorsement. This will be an additional option to the above coverage.

The City reserves the right to elect or reject any of the above optional policies, or accept any combination thereof, as part of the final insurance package. **All coverage is to be quoted on a “per occurrence” basis.**

3. Termination

The City of Pompano Beach requires at ninety (90) day written notice of intention to cancel, non-renew or restrict coverage. Written notice must be delivered via certified mail to:

Ms. Cindy Lawrence
Acting Risk Manager
City of Pompano Beach
100 W Atlantic Blvd, Suite 219
Pompano Beach FL 33060

This contract may be canceled with thirty (30) days written notice at the request of the City of Pompano Beach. In the event of termination by the City for whatever reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty and the vendor shall refund the excess of paid fees or other consideration to the City within thirty (30) days from the date of termination.

4. Rerating Endorsement:

Notwithstanding any provision to the contrary in the contract, the vendor may not effect any increase of rates or other consideration applicable to this contract except:

- a. As of the end of any twelve (12) month anniversary of the contract, and then only when such increase is to be effective.
- b. At least ninety (90) days after receipt by the City of Pompano Beach of valid written notice from the vendor, stating specifically the amount of change proposed. Mere notice that a change in rates or consideration of a change in rates is proposed without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this contract, shall not constitute a valid notice.

5. Claim Reporting Endorsement

It is understood and agreed that, notwithstanding any provision contained in this policy to the contrary, the Insured shall be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the vendor as soon as practicable after knowledge by the City Risk Manager that such occurrence will, or is likely to, result in a claim under this policy. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect to any such occurrence or claim.

6. Loss Statistic Services

Quarterly report will be required for all claims for which the insurer has made payment or established a reserve. Reports should include, for each claim:

- a. Department or Division (for allocation purposes)
- b. Claimant's Name, if applicable
- c. Date of Accident
- d. Description of accident
- e. Property Damage paid to date
- f. Reserve for future Property Damage
- g. Allocated Claims Expense paid to date
- j. Reserve for future Allocated Claims Expense

and for the **overall period**, a summary showing:

- k. Total number of claims
- l. Total paid to date
- m. Total estimated reserves

Quarterly reports are to continue until all claims are closed for the policy period.

7. Vendor Insurance Requirements

The selected firm must maintain General Liability, Automobile Liability Insurance, Errors and Omissions Insurance with limits not less than \$1,000,000 per occurrence, and Workers Compensation Insurance covering all their employees and providing benefits as required by Florida State Statute, Chapter 440, regardless the size of the company (number of employees). The vendor 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. City is to be included as an Additional Insured with respect to liability arising out of operations performed for the City. Proof of Additional Insured status in favor of the City can be provided by the bidder, if recommended for award of bid, prior to final approval by the City.

I. Information To Be Submitted

Bidders to submit the following with their bid response:

1. Additional information to be submitted:
 - a. State financial rating, if applicable.
 - b. Identify the location of the office from which the service and support will be performed.
 - c. Identify other public entities in which your firm has provided similar programs, especially those in the tri-county area of Broward, Palm Beach, and Miami-Dade Counties. Include name of entity, address, telephone number and name of contact person (minimum of three (3) references required).
 - d. Provide examples of loss reports and explain timing of both loss and status reports.
 - e. Explain subrogation policy.
 - f. Detail risk evaluation process, including liability assessments and loss determinations.
 - g. Detail supervisory services, including claim and reserve audits, statistical analysis, litigation control and account liaison.
 - h. Current financial records.
 - i. Copy of Probable Maximum Loss (PML) or Hurricane analysis.
 - j. Provide full disclosure of all compensation, retail and intermediary, on all insurance placements.

2. Insurance Certificates

Vendor should include a copy of applicable insurance certificates indicating the Workers Compensation Insurance and any other coverage's required of the vendor, evidencing Vendor's ability to provide required coverages. Actual certificate naming City as additional insured, on applicable general liability coverage can be submitted once recommendation to award bid is made, prior to final approval by the City.

J. Property Schedule, Property Coverage Damage Claims, City Fleet, Payroll and Large Loss Summary

Attached for historical information are the following:

1. Excel Spreadsheet of City's Property Schedule (Attachment A). Note: Property Schedule is separated into Municipal Properties and Utilities Properties.
2. Excel spreadsheet of City's General Liability, Auto Liability, Property Damage and Worker's Compensation Claims (5 year claim history) 10/1/2011 to 9/30/16 (Attachment B) for Open "O" and Closed "C" claims. (Legend for Claim Status: "C" Closed, "O" Open, "R" Re-

opened, “OL” Open Litigated, “OAL” Open Attorney Litigated, “S” Subrogation).

3. City’s Current Fleet Listing by Department showing Acquire Date, Acquire & CAP Cost and Current Book Value (Attachment C).
4. Estimated Payroll by Worker’s Comp Classification Code (Attachment D).
5. Large Loss Summary (5 year history) (Attachment E).
6. Insurance Carrier(s) Paid Claims (5 year history) (Attachment F).
7. Summary of Schedule of Insurance and Copy of Declaration page(s) (Attachment G).

K. Bid Summary Questionnaires

The Bid Summary Questionnaire must be completed in full and uploaded to the Response Attachments tab in the eBid System. This information must be included with your bid proposal in order for the City to consider your bid.

L. Questions And Communication

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

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

- 1.1. Bidders must use the forms furnished by the City.
- 1.2. Bids must submit their response via the eBid System.
- 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
- 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
- 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
- 1.6. Late bids will not be considered.
- 1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

- 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
- 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and

- thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. **Taxes**
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete

- manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Qualifications/Inspection**
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. **Anti-collusion Statement**
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and

- technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

- 2.1) 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:
- a. Keep and maintain public records that ordinarily and necessarily would be 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 Chapter 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City;
- d. 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.
- e. 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**

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

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

REQUIRED

<u>Item No.</u>	<u>Description</u>	<u>Annual Premium</u>
1.	Boiler and Machinery Insurance: \$5,000 deductible per Occurrence	_____
2.	Property Policy: a. Municipal Property Only (include all layers)	_____
3.	b. Utilities Property Only (include all layers)	_____
	Excess Insurance Program: (GL, Auto, Property, W/C, Emp Benefit & Public Officials). SIR(s) as required in bid.	_____
	REQUIRED GRAND TOTAL	_____
 <u>OPTIONAL</u>		
4.	Pollution Liability Endorsement for Excess (confirm availability subject to specific completed application by insured).	_____
5.	Cyber Liability (confirm availability subject to specific completed application by insured).	_____
	OPTIONAL GRAND TOTAL	_____

*** Complete and upload Bid Summary Questionnaire forms, bid pages 19, 20 and 21, to the response attachments tab.

*** Upload information requested in Section I., Information to be submitted, 1. a.-j. and 2., bid pages 9-10, to the response attachments tab.

*** Complete and upload Local Business and SBE participation forms to the response attachments tab.

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Is your company a Local Business located within the City of Pompano Beach city limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax receipt may be requested.)

Yes ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders 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". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

As the person authorized to electronically sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

BIDDERS ARE TO COMPLETE QUESTIONNAIRE IN ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM

BID SUMMARY QUESTIONNAIRE
GENERAL INFORMATION

1. Insurer: _____ Best's Rating: _____
2. Insurer authorized to do business in State of Florida? Yes _____ No _____
3. Agency and Agent: _____
Agent Location: _____
Telephone: _____ Fax # _____
E-Mail: _____
4. Policy Term: _____
5. Do premiums shown reflect annual premium? Yes _____ No _____
6. Sample contract, forms provided? Yes _____ No _____
7. 90 days notice of cancellation, non-renewal, adverse change? Yes _____ No _____
8. Explain premium payment: _____
9. Frequency of agent contact: _____
10. Claims Office Location: _____
Staffing: _____ Telephone _____ Fax _____

I have read the Request for Insurance Bid. I understand the specifications stated and I am either complying with the specifications or indicate the specific terms with which I cannot comply.

This Request for Excess Insurance Bid by the City of Pompano Beach is understood to be a solicitation of offers from insurers, which may be accepted by the City for formation of a valid and binding contract. I represent that I am authorized to make such offers on behalf of the insurer(s).

Date Agent/Authorized Representatives Agency/Insurer Telephone

PROPOSAL SUMMARY QUESTIONNAIRE

MANDATORY COVERAGE

COMMERCIAL PROPERTY COVERAGE

Insurer: _____ Best's Rating: _____

	<u>YES</u>	<u>NO</u>
Property insured on scheduled basis?	_____	_____
Property insured on an "all risk" basis?	_____	_____
Property insured on a per occurrence basis?	_____	_____
Windstorm deductible meets or exceeds existing coverage?	_____	_____

_____	_____	_____	_____
Date	Agent/Authorized Representatives	Agency/Insurer	Telephone

PROPOSAL SUMMARY QUESTIONNAIRE

OPTIONAL

AUTO PHYSICAL DAMAGE

Insurer: _____ Best's Rating: _____

YES

NO

Coverage in Comprehensive Form ?

Coverage for "any auto" ?

Coverage for "newly acquired autos" ?

Date

Agent/Authorized Representatives

Agency/Insurer

Telephone

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Bid Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number _____

TO: _____
(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:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(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.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

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

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

3. Did you send written notices to Local Businesses?

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. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount</u>

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

SBE EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned 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:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

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

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

GOOD FAITH EFFORT REPORT

BID # _____

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

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

3. Did you send written notices to SBEs?

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 SBE members for possible sub-contractors? Please attach list of resource organizations used.

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

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "H"