

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by the City of Pompano Beach ("City") and Tele-Vac South Incorporated, a Florida corporation ("Contractor").

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

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

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

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (RFP E-10-18 and Contractor's Response), and the Insurance Requirements set forth in Exhibit "B", all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide inspection and cleaning of storm water systems and utilities services upon the terms and conditions herein set forth herein.

3. Scope of Work. Contractor shall provide the services and insurance set forth in Exhibits "A" and "B" attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of five (5) years or less beginning with the date this Agreement is fully executed by both parties.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

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

Payments shall be made for services rendered in accordance with unit pricing listed under Exhibit "A".

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

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

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

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

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis after services are provided.

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

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Michael Taylor and the Contractor's Contract Administrator shall be Patti Goolsby (or their authorized written designee) as further identified below.

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

If to Contractor: Patti Goolsby
221 NE 13 st.
Pompano Beach, FL 33060
Office: (954) 782-6997
Email: televacsouth@bellsouth.net
Fax: (954) 782-4130

If to City: Michael Taylor, Contract Administrator
1201 NE 3rd Ave.
Pompano Beach, FL 33060
Office: (954) 786-4724
Email: Michael.taylor@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

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

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

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work

product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

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

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

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

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

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the

performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

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

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in § 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

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

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

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

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

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

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

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

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

22. Public Records.

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

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

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

24. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

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

35. Inconsistencies. Any inconsistency between this Agreement and any other documents relating to this project shall be resolved by giving precedence in the following order:

- a) This agreement
- b) Exhibit "A", RFP E-10-18 and Contractor's Response
- c) Exhibit "B", Insurance Requirements

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

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Tele-Vac South Incorporated

Witnesses:

Patti Goolsby

Patti Goolsby

(Print or Type Name)

[Signature]

Saddia Winston

(Print or Type Name)

By: [Signature]
Dennis Simmons, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of June, 2018, by Dennis Simmons as President of Tele-Vac South Incorporated, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Patti Goolsby
Commission # GG180831
Expires: March 4, 2022
Bonded thru Aaron Notary

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Patti Goolsby
(Name of Acknowledger Typed, Printed or Stamped)

GG180831
Commission Number

Service contract 2/27/2018 ACP



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-10-18**

**INSPECTION AND CLEANING OF STORM WATER
SYSTEMS AND UTILITIES JET-VAC ON-CALL
SERVICE**

**RFP OPENING: March 5, 2018 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

February 2, 2018

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-10-18
INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET-VAC ON-
CALL SERVICE

The City of Pompano Beach Utilities Department (to be referred to as "Department") is seeking proposals from qualified firms to provide inspection, desilting, dewatering of the City's storm water systems, and Jet-Vac on-call service for all utilities.

The City will receive sealed proposals until **2:00 p.m. (local), March 5, 2018**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. 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. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The City desires to obtain services from the Vendor to desilt, dewater, and inspect existing storm water systems. This includes the remote videotaping of the interior of culverts, the physical inspection of the interior of existing manholes and inlets, and obtaining recommendations for appropriate methods of repair. Methods of repair will include proven trenchless pipe repair technologies. The City also seeks 24-hour Jet-Vac on-call services for all utilities, which include water, reuse, waste water, and storm water.

A. Services

- I. Entire storm sewer system is assumed to be flooded at the time of inspection. The Vendor shall desilt and video the interior of existing culverts using closed circuit television in accordance with the latest guidelines of National Association of Sewer Service Companies (NASSCO) as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines**, as well as inspect every joint of pipe throughout the entire run. The camera used must be able to pan and tilt 90 degrees so as to obtain a view normal to the culvert wall. Proper turbidity controls shall be utilized during desilting activities. Silt shall not be blown out into adjacent water bodies without proper containment and silt removal. A written bound report of findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an Appendix to this

- report. Results and recommendations will be available on computer programs compatible with Department systems.
- II. The Vendor shall physically inspect, by manned entry, the interior of existing manholes and inlets in accordance with the latest guidelines of NASSCO as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines**. Each accessible structure will be opened and physically entered in an effort to determine its condition. All Occupational Safety and Health Administration (OSHA) requirements for confined space entry will be followed. The manhole structure will be inspected to determine the following: depth of structure, diameter of structure, construction type and condition, manhole frame and cover condition, sizes and types of all incoming and outgoing pipes, depth of flow in each pipe, depth of debris in each pipe and overall condition of the entire structure. Visible evidence of infiltration will be noted.
 - III. The Vendor will review existing closed circuit television inspection video tapes and prepare television inspection logs. A written bound Report of Findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an appendix to the Report of Findings. Results and recommendations will be available on computer programs compatible with Department systems.
 - IV. All written reports presenting findings and comprehensive rehabilitation summaries shall be signed by a capable representative. Deliverables for projects shall include a hard copy report, electronic copy (i.e. pdf) of report and any video inspection. Results and recommendations will be available on computer programs compatible with Department systems.
 - V. The vendor shall provide 24 hour emergency on-call Jet-Vac service.

B. Price Estimates

- I. Prior to the commencement of any work, the Department will issue a request for estimate/work order. Upon receipt of any request for estimate, the Vendor shall evaluate the work site and determine whether any foreseeable item of expense is not covered by a pay item under this contract. If the Vendor determines that any foreseeable item of expense is not covered by a pay item under this contract, the Vendor shall notify the DEPARTMENT of this fact.

The parties shall negotiate a price for such items prior to initiation of the associated work and the vendor shall await a written authorization to proceed. In the event that no such prior notification is made or no such prior authorization is received, the Vendor will not be paid for the expense(s) in question. No after-the-fact change orders will be considered or approved.

- II. The Vendor acknowledges, through submittal of a price proposal for a given work order, that the Vendor has investigated and is aware of all the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, access, maintenance of traffic (MOT), uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground and the character of equipment and facilities needed preliminary to and during completion of the work. In addition, the Vendor shall be aware of the character, quality and quantity of subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an

inspection of the site, or from any other information made available by the DEPARTMENT. Any failure to meet the above mentioned conditions will not relieve the Vendor from properly estimating the difficulty or cost of successfully performing the Work. The DEPARTMENT assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by DEPARTMENT.

- III. The Vendor shall take color photographs or video to document pre-existing above-ground conditions above and around pipes and structures to be cleaned and inspected under this contract, and shall provide DEPARTMENT with a set of photographs or video. These photographs or video will be used to evaluate symptoms of subsurface problems such as asphalt patches and sinkholes, or other evidence of potential underlying problems. Digital photographs supplied on a CD are also acceptable. The Vendor shall also provide photographic evidence, before desilting, for pipes **30"- inch** in diameter and larger, and **>20%** siltation. The price proposal or estimate shall include a copy for each of the items that meet these conditions. The photograph shall include a description of the pipe with the respective station and identification as per the Exhibit I submitted to the vendor at the time of the Request for Proposal.

C. Differing Site Conditions

- I. The Vendor shall promptly and before such conditions are disturbed, notify the DEPARTMENT in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract or identified in the Vendor's estimate, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The DEPARTMENT will promptly investigate the conditions, and if DEPARTMENT finds that such conditions do materially so differ to cause an increase or decrease in the Vendor's cost of, or the time required for, performance of any part of the work under the contract, the Department shall consider an equitable adjustment and shall modify the task work order (TWO) and / or contract accordingly.
- II. No claim of the Vendor under this clause shall be allowed unless the vendor has given the notice required in Paragraph I.
- III. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

D. Maintenance of Traffic

Maintenance of Traffic (MOT) shall conform to the **State of Florida Manual on Roadway and Traffic Design Standards**. The cost of any MOT will be included in the Desilt Pipe, Closed Circuit TV Inspection, and Inspect Drainage Structure pay items.

E. Dewatering

Pay Items are intended to compensate the Vendor for pumping down storm sewer systems in preparation for cleaning and/or inspection and are to be paid for on a **PER PUMPING SETUP BASIS**. All set-ups will be approved by the Department's Project Manager prior to the initiation of work.

F. Specification Development/Barnacle Removal

Barnacle removal Pay Item is intended to compensate the Vendor for the removal of barnacles in order to install plugs for dewatering. Barnacle removal will be paid per pipe location and as directed by DEPARTMENT. The need for barnacle removal shall be brought to the attention of DEPARTMENT at the time of proposal for the work but in any event must be brought to the DEPARTMENT's attention prior to commencement of work.

G. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

H. 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.

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 responsive for evaluation purposes.

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. Proposers 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. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers 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.

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

I. 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 responsive for 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 proposal.

J. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Fees & Costs:

The cost for tasks as shown in Exhibit I shall be completed in the eBid system's line item tab.

Schedule:

Proposer shall state response time for on-call Jet-Vac services.

Equipment:

Proposers shall list the quantity and age of Jet-Vacs and CCTV Inspection trucks in their fleet, clearly noting which are owned, leased, or accessible by rental agreement.

Qualification of Bidders:

Proposers shall complete the qualification of bidders form, available in the attachments tab of the City's eBid system, upload it to the response attachments tab.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

Small Business Enterprises:

Completed SBE program forms, Exhibits E-H. Upload copies of all SBE certifications for firms listed on these forms to the response attachments tab.

Litigation:

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

City Forms:

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

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

K. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this 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 successful 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 of Pompano Beach Risk Manager.

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

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

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, 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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, 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 Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to

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

2. Liability Insurance

- a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
XX	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

- XX comprehensive form
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$1,000,000	\$2,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful 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 contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience, Expertise and References Previous related work experience and qualifications in the subject area of the company and personnel assigned. Recommendations from previous clients. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20
2.	Proximity of the nearest office to the project location Location of nearest office with dispatch-ready equipment.	0-20
3.	Resources and Methodology Amount of resources and equipment assigned to the project. Consideration of services provided and approach to meeting goals and deadlines. On-call response time.	0-30
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

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 firm should submit documentation that evidences the 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 firm 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 their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the 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 themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the 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.

M. 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.

N. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

O. Communications

No negotiations, decisions, or actions shall be initiated or executed by the 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 firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

P. No Discrimination

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

Q. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm

and subject to supervision by the 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 this agreement shall be those of the firm.

R. Staff Assignment

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

S. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

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

T. Waiver

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

U. Survivorship Rights

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

V. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery

of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

W. Manner of Performance

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

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws 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 this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

X. 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.

Y. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to 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 bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal 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 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.

Z. Standard Provisions

1. Governing Law

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

2. Licenses

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

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

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the 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 §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

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

9. 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 General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - 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 Chapter 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

AA. Questions and Communication

All questions regarding the 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. Addenda will be posted to the RFP solicitation in the eBid System,

and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

BB. 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 RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, 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 proposal. Addenda will be posted to the RFP solicitation in the eBid System.

CC. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company 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 the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a 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 _____

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

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

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

<div> <div></div> <div>Ratings completed by (print name)</div> </div>	<div> <div></div> <div>Ratings completed by signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Department Head (print name)</div> </div>	<div> <div></div> <div>Department Head Signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Vendor Representative (print name)</div> </div>	<div> <div></div> <div>Contractor Representative Signature</div> </div>	<div> <div></div> <div>Date</div> </div>

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

Project Name ⁽¹⁾		Contract Number and Work Order Number (if applicable) ⁽²⁾	
Report Number ⁽³⁾	Reporting Period ⁽⁴⁾ to	Local Business Contract Goal ⁽⁵⁾	Estimated Contract Completion Date ⁽⁶⁾
Contractor Name ⁽⁷⁾		Contractor Telephone Number ⁽⁸⁾ () -	Contractor Email Address ⁽⁹⁾
Contractor Street Address ⁽¹⁰⁾		Project Manager Telephone Number ⁽¹²⁾ () -	Project Manager Email Address ⁽¹³⁾

Local Business Payment Report						
Federal Identification Number ⁽¹⁴⁾	Local Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Local Business Subcontractors ⁽²¹⁾ \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) ⁽²²⁾	Contractor Name – Authorized Personnel (sign) ⁽²³⁾	Title ⁽²⁴⁾	Date ⁽²⁵⁾
----------------------------------------------------------------	---------------------------------------------------------------	-----------------------	----------------------

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

[illegible]

LOCAL BUSINESS EXHIBIT "A"

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

RFP 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)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

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"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # _____

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" – Page 2

LOCAL BUSINESS EXHIBIT "D"

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: _____ Contractor's Name: _____

[illegible]

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

FOR CITY USE ONLY

Total SBE Contract Amount _____

Are documents requested accordingly

YES NO

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

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)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

SBE Contractor 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 SBE EXHIBIT "H"

RFP # _____

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 ?

SBE EXHIBIT "H" – Page 2

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

PRICE PROPOSAL INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET VAC ON- CALL SERVICE					
ITEM NO.:		UNIT PRICE:	* QTY	TOTAL :	Price in Words
1	Desilt Pipe (12") (<20% Silt)		100 LF		
2	Desilt Pipe (15") (<20% Silt)		100 LF		
3	Desilt Pipe (18") (<20% Silt)		100 LF		
4	Desilt Pipe (24") (<20% Silt)		210 LF		
5	Desilt Pipe (30") (<20% Silt)		100 LF		
6	Desilt Pipe (36") (<20% Silt)		100 LF		
7	Desilt Pipe (42") (<20% Silt)		100 LF		
8	Desilt Pipe (48") (<20% Silt)		100 LF		
9	Desilt Pipe (54") (<20% Silt)		100 LF		
10	Desilt Pipe (60") (<20% Silt)		100 LF		
11	Desilt Pipe (66") (<20% Silt)		100 LF		
12	Desilt Pipe (72") (<20% Silt)		100 LF		
13	Desilt Pipe (84") (<20% Silt)		100 LF		
14	Desilt Pipe (96") (<20% Silt)		100 LF		
15	Desilt Pipe (12") (20%-50% Silt)		100 LF		
16	Desilt Pipe (15") (20%-50% Silt)		100 LF		
17	Desilt Pipe (18") (20%-50% Silt)		100 LF		
18	Desilt Pipe (24") (20%-50% Silt)		100 LF		
19	Desilt Pipe (30") (20%-50% Silt)		100 LF		
20	Desilt Pipe (36") (20%-50% Silt)		300 LF		
21	Desilt Pipe (42") (20%-50% Silt)		100 LF		
22	Desilt Pipe (48") (20%-50% Silt)		100 LF		
23	Desilt Pipe (54") (20%-50% Silt)		100 LF		
24	Desilt Pipe (60") (20%-50% Silt)		100 LF		
25	Desilt Pipe (66") (20%-50% Silt)		100 LF		
26	Desilt Pipe (72") (20%-50% Silt)		100 LF		
27	Desilt Pipe (84") (20%-50% Silt)		100 LF		
28	Desilt Pipe (96") (20%-50% Silt)		100 LF		
29	Desilt Pipe (12") (>50% Silt)		100 LF		
30	Desilt Pipe (15") (>50% Silt)		120 LF		
31	Desilt Pipe (18") (>50% Silt)		720 LF		
32	Desilt Pipe (24") (>50% Silt)		280 LF		
33	Desilt Pipe (30") (>50% Silt)		180 LF		
34	Desilt Pipe (36") (>50% Silt)		170 LF		
35	Desilt Pipe (42") (>50% Silt)		100 LF		
36	Desilt Pipe (48") (>50% Silt)		100 LF		
37	Desilt Pipe (54") (>50% Silt)		100 LF		
38	Desilt Pipe (60") (>50% Silt)		130 LF		
39	Desilt Pipe (66") (>50% Silt)		100 LF		
40	Desilt Pipe (72") (>50% Silt)		1300 LF		
41	Desilt Pipe (84") (>50% Silt)		100 LF		
42	Desilt Pipe (96") (>50% Silt)		100 LF		
43	Closed Circuit TV Inspection (12")		300 LF		
44	Closed Circuit TV Inspection (15")		920 LF		
45	Closed Circuit TV Inspection (18")		120 LF		
46	Closed Circuit TV Inspection (24")		590 LF		
47	Closed Circuit TV Inspection (30")		380 LF		
48	Closed Circuit TV Inspection (36")		470 LF		
49	Closed Circuit TV Inspection (42")		300 LF		
50	Closed Circuit TV Inspection (48")		300 LF		
51	Closed Circuit TV Inspection (54")		300 LF		
52	Closed Circuit TV Inspection (60")		330 LF		

PRICE PROPOSAL INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET VAC ON- CALL SERVICE					
ITEM NO.:		UNIT PRICE:	* QTY	TOTAL :	Price in Words
53	Closed Circuit TV Inspection (66")		300 LF		
54	Closed Circuit TV Inspection (72")		1500 LF		
55	Closed Circuit TV Inspection (84")		300 LF		
56	Closed Circuit TV Inspection (96")		300 LF		
57	Review Existing Inspection Video		6410 LF		
58	Specification Development		1 EA		
59	Barnacle Removal		1 EA		
60	Inspect Drainage Structure		20 EA		
61	Dewatering Pipe System (12"-inch plug)		1 EA		
62	Dewatering Pipe System (15"-inch plug)		10 EA		
63	Dewatering Pipe System (18"-inch plug)		5 EA		
64	Dewatering Pipe System (24"-inch plug)		10 EA		
65	Dewatering Pipe System (30"-inch plug)		5 EA		
66	Dewatering Pipe System (36"-inch plug)		5 EA		
67	Dewatering Pipe System (42"-inch plug)		1 EA		
68	Dewatering Pipe System (48"-inch plug)		1 EA		
69	Dewatering Pipe System (54"-inch plug)		1 EA		
70	Dewatering Pipe System (60"-inch plug)		5 EA		
71	Dewatering Pipe System (66"-inch plug)		1 EA		
72	Dewatering Pipe System (72"-inch plug)		1 EA		
73	Dewatering Pipe System (84"-inch plug)		1 EA		
74	Dewatering Pipe System (96"-inch plug)		1 EA		
75	On-Call Jet-Vac Service (7AM-4PM)		20 HR		
76	On-Call Jet-Vac Service (Nights)		10 HR		
77	On-Call Jet-Vac Service (Weekends)		4 HR		
78	On-Call Jet-Vac Service (Holidays)		1 HR		

Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

LOCAL BUSINESS EXHIBIT "A"
CITY OF POMPAÑO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: _____

Prime Contractor's Name: _____

[illegible]

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
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)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "C
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
(Month) (Year)

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 "D"
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.

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

LOCAL BUSINESS EXHIBIT "D" – Page 2

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

CITY OF POMPAÑO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: _____

Contractor's Name: _____

[illegible]

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

FOR CITY USE ONLY

Total Contract Amount _____

Are documents requested submitted accordingly

YES NO

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

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)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

SBE Contractor 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 SBE EXHIBIT "H"

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 ?

SBE EXHIBIT "H" – Page 2

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company 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 the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a 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 _____

Bidder Company Name _____

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as detailed under Bidder's Responsiveness and Responsibility section of the IFB (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a Contractor?

10.2 State of Florida Contractor's license # _____

Contractor License Types _____

Broward County Certificate of Competency #: _____

Expiration Date: _____

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

10.4 Have you personally inspected the proposed work and have you a complete plan for it performance?

10.5 Will you sub-contract any part of this work? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

CLASSIFICATION
OF WORK

NAME AND ADDRESS
OF SUBCONTRACTOR

(Submit any additional contractors to be used on a separate sheet.)

10.6 The following information shall be provided for this project:

Bidder Company Name _____

- (a) Estimated total construction manhours _____
- (b) Percent manhours to be performed by Contractor's permanent staff _____
- (c) Percent manhours to be performed by direct hire employees _____
- (d) Percent manhours to be performed by Subcontractors _____

10.7 Equipment

10.8 What equipment do you own that is available for the proposed work?

10.9 What equipment will you rent for the proposed work?

10.10 What equipment will you purchase for the proposed work?

11 List all work of similar type, complexity, and comparable value as requested under the Bidder's Responsiveness and Responsibility, Responsibility Documentation, Paragraph 2 Prior Project Experience and References of the IFB. (Attach additional information on separate sheet)

Project #1

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

Nature of Work _____

Original Contract Completion Time (Days) _____

Bidder Company Name _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____

Project #2

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person Phone Number Email Address

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____

Bidder Company Name _____

Project #3

Project Name _____

Project Owner's Name _____

Owner's Address _____

Phone Number _____ Email address _____

Contact information for the Project (if different from above)

Contact Person

Phone Number

Email Address

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

Description and Value of Work Completed by Contractor _____

Description and Value of Work Completed by Subcontractors _____

City of Pompano Beach, FL (Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Address	1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Address
Email	jeffrey.english@copbfl.com			Contact
Phone	(954) 786-4098 x	Contact	Jeff English	Department
Fax	(954) 786-4168 x		Purchasing	Building
Bid Number	E-10-18	Department		Floor/Room
Title	INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET-VAC ON-CALL SERVICE	Building		Telephone
		Floor/Room		Fax
		Telephone	(954) 786-4098 x	Email
		Fax	(954) 786-4168 x	
Bid Type	RFP	Email		
Issue Date	2/2/2018 03:33 PM (ET)		purchasing@copbfl.com	
Close Date	3/5/2018 02:00:00 PM (ET)			

Supplier Information

Company	TeleVac South
Address	221 NE 13 St
	Pompano Beach, FL 33060
Contact	Patti Goolsby
Department	
Building	
Floor/Room	
Telephone	(954) 782-6997
Fax	(954) 782-4130
Email	televacsouth@bellsouth.net
Submitted	3/5/2018 09:29:00 AM (ET)
Total	\$180,992.51

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Signature Patti GoolsbyEmail televacsouth@bellsouth.net

Supplier Notes

Bid Notes

The City of Pompano Beach Utilities Department is seeking proposals from qualified firms to provide inspection, desilting, dewatering of the City's storm water systems, and Jet-Vac on-call service for all utilities.

The City will receive sealed proposals until 2:00 p.m. (local), March 5, 2018. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at:

<https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>.

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.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Extension of prices, terms and conditions to other governmental entities	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.) Indicate by selecting yes or no from the drop down menu.	Yes
2	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.) Indicate yes or no below with the drop down menu.	No
3	Local Business Participation Percentage	If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.	100%
4	Small Business Enterprise Participation Percentage	If you have indicated certified small business enterprise participation on the Small Business Enterprise Participation Form Exhibit E enter the percentage of the contract that will be performed by certified small business enterprises.	
5	Terms & Conditions	Check the box indicating you agree to the terms and conditions of this solicitation.	Agree

Line Items

#	Qty	UOM	Description	Response
1	100	LF	Desilt Pipe (12") (<20% Silt)	\$1.50
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
2	100	LF	Desilt Pipe (15") (<20% Silt)	\$2.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
3	100	LF	Desilt Pipe (18") (<20% Silt)	\$2.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
4	210	LF	Desilt Pipe (24") (<20% Silt)	\$3.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
5	100	LF	Desilt Pipe (30") (<20% Silt)	\$3.25
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
6	100	LF	Desilt Pipe (36") (<20% Silt)	\$3.50
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
7	100	LF	Desilt Pipe (42") (<20% Silt)	\$4.25
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

8	100	LF	Desilt Pipe (48") (<20% Silt)	\$4.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

9	100	LF	Desilt Pipe (54") (<20% Silt)	\$5.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

10	100	LF	Desilt Pipe (60") (<20% Silt)	\$6.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

11	100	LF	Desilt Pipe (66") (<20% Silt)	\$7.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

12	100	LF	Desilt Pipe (72") (<20% Silt)	\$8.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

13	100	LF	Desilt Pipe (84") (<20% Silt)	\$9.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

14	100	LF	Desilt Pipe (96") (<20% Silt)	\$10.75
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

15	100	LF	Desilt Pipe (12") (20%-50% Silt)	\$3.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

16	100	LF	Desilt Pipe (15") (20%-50% Silt)	\$4.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

17	100	LF	Desilt Pipe (18") (20%-50% Silt)	\$5.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

18	100	LF	Desilt Pipe (24") (20%-50% Silt)	\$8.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

19	100	LF	Desilt Pipe (30") (20%-50% Silt)	\$8.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

20	300	LF	Desilt Pipe (36") (20%-50% Silt)	\$9.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

21	100	LF	Desilt Pipe (42") (20%-50% Silt)	\$10.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

22	100	LF	Desilt Pipe (48") (20%-50% Silt)	\$14.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

23	100	LF	Desilt Pipe (54") (20%-50% Silt)	\$15.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

24	100	LF	Desilt Pipe (60") (20%-50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

25	100	LF	Desilt Pipe (66") (20%-50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

26	100	LF	Desilt Pipe (72") (20%-50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

27	100	LF	Desilt Pipe (84") (20%-50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

28	100	LF	Desilt Pipe (96") (20%-50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

29	100	LF	Desilt Pipe (12") (>50% Silt)	\$10.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

30	120	LF	Desilt Pipe (15") (>50% Silt)	\$12.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

31	720	LF	Desilt Pipe (18") (>50% Silt)	\$15.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

32	280	LF	Desilt Pipe (24") (>50% Silt)	\$17.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

33	180	LF	Desilt Pipe (30") (>50% Silt)	\$19.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

34	170	LF	Desilt Pipe (36") (>50% Silt)	\$22.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

35	100	LF	Desilt Pipe (42") (>50% Silt)	\$28.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

36	100	LF	Desilt Pipe (48") (>50% Silt)	\$28.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

37	100	LF	Desilt Pipe (54") (>50% Silt)	\$29.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

38	130	LF	Desilt Pipe (60") (>50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

39	100	LF	Desilt Pipe (66") (>50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

40	1,300	LF	Desilt Pipe (72") (>50% Silt)	\$10.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

41	100	LF	Desilt Pipe (84") (>50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

42	100	LF	Desilt Pipe (96") (>50% Silt)	\$30.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

43	300	LF	Closed Circuit TV Inspection (12")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

44	920	LF	Closed Circuit TV Inspection (15")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

45	120	LF	Closed Circuit TV Inspection (18")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

46	590	LF	Closed Circuit TV Inspection (24")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

47	380	LF	Closed Circuit TV Inspection (30")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

48	470	LF	Closed Circuit TV Inspection (36")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

49	300	LF	Closed Circuit TV Inspection (42")	\$2.75
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

50	300	LF	Closed Circuit TV Inspection (48")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

51	300	LF	Closed Circuit TV Inspection (54")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

52	330	LF	Closed Circuit TV Inspection (60")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

53	300	LF	Closed Circuit TV Inspection (66")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

54	1,500	LF	Closed Circuit TV Inspection (72")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

55	300	LF	Closed Circuit TV Inspection (84")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

56	300	LF	Closed Circuit TV Inspection (96")	\$2.75
Item Notes:		Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
Supplier Notes:				

57	6,410	LF	Review Existing Inspection Video	\$0.50
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
58	1	EA	Specification Development	\$0.01
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes: N/A Unable to submit a 0. This item does not apply				
59	1	EA	Barnacle Removal	\$195.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
60	20	EA	Inspect Drainage Structure	\$100.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
61	1	EA	Dewatering Pipe System (12"-inch plug)	\$400.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
62	10	EA	Dewatering Pipe System (15"-inch plug)	\$450.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				
63	5	EA	Dewatering Pipe System (18"-inch plug)	\$500.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

64	10	EA	Dewatering Pipe System (24"-inch plug)	\$1,000.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

65	5	EA	Dewatering Pipe System (30"-inch plug)	\$1,200.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

66	5	EA	Dewatering Pipe System (36"-inch plug)	\$1,500.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

67	1	EA	Dewatering Pipe System (42"-inch plug)	\$1,500.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

68	1	EA	Dewatering Pipe System (48"-inch plug)	\$2,000.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

69	1	EA	Dewatering Pipe System (54"-inch plug)	\$2,000.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

70	5	EA	Dewatering Pipe System (60"-inch plug)	\$2,200.00
	Item Notes:	Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		
	Supplier Notes:			

71	1	EA	Dewatering Pipe System (66"-inch plug)	\$3,000.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

72	1	EA	Dewatering Pipe System (72"-inch plug)	\$3,000.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

73	1	EA	Dewatering Pipe System (84"-inch plug)	\$3,000.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

74	1	EA	Dewatering Pipe System (96"-inch plug)	\$3,000.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

75	20	HR	On-Call Jet-Vac Service (7AM-4PM)	\$195.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

76	10	HR	On-Call Jet-Vac Service (Nights)	\$200.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

77	4	HR	On-Call Jet-Vac Service (Weekends)	\$200.00
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
Supplier Notes:				

78	1	HR	On-Call Jet-Vac Service (Holidays)	\$200.00
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Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

Supplier Notes:

Response Total:	\$180,992.51
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City of Pompano Beach, FL (Purchasing)

Individual Award

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Contact Address	Jeff English 1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Contact Address
Email	jeffrey.english@copbfl.com			
Phone	(954) 786-4098 x	Telephone	(954) 786-4098 x	Telephone
Fax	(954) 786-4168 x	Fax	(954) 786-4168 x	Fax
Bid Number	E-10-18	Email	purchasing@copbfl.com	Email
Title	INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET-VAC ON-CALL SERVICE			
Bid Type	RFP			
Issue Date	2/2/2018 03:33 PM (ET)			
Close Date	3/5/2018 02:00:00 PM (ET)			
Alternates				

Supplier Information		Supplier Notes
Company	TeleVac South	
Contact	Patti Goolsby	
Address	221 NE 13 St	
	Pompano Beach, FL 33060	
Telephone	(954) 782-6997	
Fax	(954) 782-4130	
Email	televacsouth@bellsouth.net	
Submitted	3/5/2018 09:29:00 AM (ET)	

Bid Messages

Line Items

#	UOM	Description	Qty	Response	Extended
1	LF	Desilt Pipe (12") (<20% Silt)	100	\$1.50	\$150.00
		Supplier Notes:			
2	LF	Desilt Pipe (15") (<20% Silt)	100	\$2.00	\$200.00
		Supplier Notes:			

3	LF	Desilt Pipe (18") (<20% Silt)	100	\$2.00	\$200.00
Supplier Notes:					
4	LF	Desilt Pipe (24") (<20% Silt)	210	\$3.00	\$630.00
Supplier Notes:					
5	LF	Desilt Pipe (30") (<20% Silt)	100	\$3.25	\$325.00
Supplier Notes:					
6	LF	Desilt Pipe (36") (<20% Silt)	100	\$3.50	\$350.00
Supplier Notes:					
7	LF	Desilt Pipe (42") (<20% Silt)	100	\$4.25	\$425.00
Supplier Notes:					
8	LF	Desilt Pipe (48") (<20% Silt)	100	\$4.75	\$475.00
Supplier Notes:					
9	LF	Desilt Pipe (54") (<20% Silt)	100	\$5.75	\$575.00
Supplier Notes:					
10	LF	Desilt Pipe (60") (<20% Silt)	100	\$6.75	\$675.00
Supplier Notes:					
11	LF	Desilt Pipe (66") (<20% Silt)	100	\$7.75	\$775.00
Supplier Notes:					
12	LF	Desilt Pipe (72") (<20% Silt)	100	\$8.75	\$875.00
Supplier Notes:					
13	LF	Desilt Pipe (84") (<20% Silt)	100	\$9.75	\$975.00
Supplier Notes:					
14	LF	Desilt Pipe (96") (<20% Silt)	100	\$10.75	\$1,075.00
Supplier Notes:					

15	LF	Desilt Pipe (12") (20%-50% Silt)	100	\$3.00	\$300.00
Supplier Notes:					
16	LF	Desilt Pipe (15") (20%-50% Silt)	100	\$4.00	\$400.00
Supplier Notes:					
17	LF	Desilt Pipe (18") (20%-50% Silt)	100	\$5.00	\$500.00
Supplier Notes:					
18	LF	Desilt Pipe (24") (20%-50% Silt)	100	\$8.00	\$800.00
Supplier Notes:					
19	LF	Desilt Pipe (30") (20%-50% Silt)	100	\$8.00	\$800.00
Supplier Notes:					
20	LF	Desilt Pipe (36") (20%-50% Silt)	300	\$9.00	\$2,700.00
Supplier Notes:					
21	LF	Desilt Pipe (42") (20%-50% Silt)	100	\$10.00	\$1,000.00
Supplier Notes:					
22	LF	Desilt Pipe (48") (20%-50% Silt)	100	\$14.00	\$1,400.00
Supplier Notes:					
23	LF	Desilt Pipe (54") (20%-50% Silt)	100	\$15.00	\$1,500.00
Supplier Notes:					
24	LF	Desilt Pipe (60") (20%-50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
25	LF	Desilt Pipe (66") (20%-50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
26	LF	Desilt Pipe (72") (20%-50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					

27	LF	Desilt Pipe (84") (20%-50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
28	LF	Desilt Pipe (96") (20%-50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
29	LF	Desilt Pipe (12") (>50% Silt)	100	\$10.00	\$1,000.00
Supplier Notes:					
30	LF	Desilt Pipe (15") (>50% Silt)	120	\$12.00	\$1,440.00
Supplier Notes:					
31	LF	Desilt Pipe (18") (>50% Silt)	720	\$15.00	\$10,800.00
Supplier Notes:					
32	LF	Desilt Pipe (24") (>50% Silt)	280	\$17.00	\$4,760.00
Supplier Notes:					
33	LF	Desilt Pipe (30") (>50% Silt)	180	\$19.00	\$3,420.00
Supplier Notes:					
34	LF	Desilt Pipe (36") (>50% Silt)	170	\$22.00	\$3,740.00
Supplier Notes:					
35	LF	Desilt Pipe (42") (>50% Silt)	100	\$28.00	\$2,800.00
Supplier Notes:					
36	LF	Desilt Pipe (48") (>50% Silt)	100	\$28.00	\$2,800.00
Supplier Notes:					
37	LF	Desilt Pipe (54") (>50% Silt)	100	\$29.00	\$2,900.00
Supplier Notes:					
38	LF	Desilt Pipe (60") (>50% Silt)	130	\$30.00	\$3,900.00
Supplier Notes:					

39	LF	Desilt Pipe (66") (>50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
40	LF	Desilt Pipe (72") (>50% Silt)	1,300	\$10.00	\$13,000.00
Supplier Notes:					
41	LF	Desilt Pipe (84") (>50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
42	LF	Desilt Pipe (96") (>50% Silt)	100	\$30.00	\$3,000.00
Supplier Notes:					
43	LF	Closed Circuit TV Inspection (12")	300	\$2.75	\$825.00
Supplier Notes:					
44	LF	Closed Circuit TV Inspection (15")	920	\$2.75	\$2,530.00
Supplier Notes:					
45	LF	Closed Circuit TV Inspection (18")	120	\$2.75	\$330.00
Supplier Notes:					
46	LF	Closed Circuit TV Inspection (24")	590	\$2.75	\$1,622.50
Supplier Notes:					
47	LF	Closed Circuit TV Inspection (30")	380	\$2.75	\$1,045.00
Supplier Notes:					
48	LF	Closed Circuit TV Inspection (36")	470	\$2.75	\$1,292.50
Supplier Notes:					
49	LF	Closed Circuit TV Inspection (42")	300	\$2.75	\$825.00
Supplier Notes:					
50	LF	Closed Circuit TV Inspection (48")	300	\$2.75	\$825.00
Supplier Notes:					

51	LF	Closed Circuit TV Inspection (54")	300	\$2.75	\$825.00
Supplier Notes:					
52	LF	Closed Circuit TV Inspection (60")	330	\$2.75	\$907.50
Supplier Notes:					
53	LF	Closed Circuit TV Inspection (66")	300	\$2.75	\$825.00
Supplier Notes:					
54	LF	Closed Circuit TV Inspection (72")	1,500	\$2.75	\$4,125.00
Supplier Notes:					
55	LF	Closed Circuit TV Inspection (84")	300	\$2.75	\$825.00
Supplier Notes:					
56	LF	Closed Circuit TV Inspection (96")	300	\$2.75	\$825.00
Supplier Notes:					
57	LF	Review Existing Inspection Video	6,410	\$.50	\$3,205.00
Supplier Notes:					
58	EA	Specification Development	1	\$.01	\$.01
Supplier Notes: N/A Unable to submit a 0. This item does not apply					
59	EA	Barnacle Removal	1	\$195.00	\$195.00
Supplier Notes:					
60	EA	Inspect Drainage Structure	20	\$100.00	\$2,000.00
Supplier Notes:					
61	EA	Dewatering Pipe System (12"-inch plug)	1	\$400.00	\$400.00
Supplier Notes:					
62	EA	Dewatering Pipe System (15"-inch plug)	10	\$450.00	\$4,500.00
Supplier Notes:					

63	EA	Dewatering Pipe System (18"-inch plug)	5	\$500.00	\$2,500.00
Supplier Notes:					
64	EA	Dewatering Pipe System (24"-inch plug)	10	\$1,000.00	\$10,000.00
Supplier Notes:					
65	EA	Dewatering Pipe System (30"-inch plug)	5	\$1,200.00	\$6,000.00
Supplier Notes:					
66	EA	Dewatering Pipe System (36"-inch plug)	5	\$1,500.00	\$7,500.00
Supplier Notes:					
67	EA	Dewatering Pipe System (42"-inch plug)	1	\$1,500.00	\$1,500.00
Supplier Notes:					
68	EA	Dewatering Pipe System (48"-inch plug)	1	\$2,000.00	\$2,000.00
Supplier Notes:					
69	EA	Dewatering Pipe System (54"-inch plug)	1	\$2,000.00	\$2,000.00
Supplier Notes:					
70	EA	Dewatering Pipe System (60"-inch plug)	5	\$2,200.00	\$11,000.00
Supplier Notes:					
71	EA	Dewatering Pipe System (66"-inch plug)	1	\$3,000.00	\$3,000.00
Supplier Notes:					
72	EA	Dewatering Pipe System (72"-inch plug)	1	\$3,000.00	\$3,000.00
Supplier Notes:					
73	EA	Dewatering Pipe System (84"-inch plug)	1	\$3,000.00	\$3,000.00
Supplier Notes:					
74	EA	Dewatering Pipe System (96"-inch plug)	1	\$3,000.00	\$3,000.00
Supplier Notes:					

75	HR	On-Call Jet-Vac Service (7AM-4PM)	20	\$195.00	\$3,900.00
Supplier Notes:					
76	HR	On-Call Jet-Vac Service (Nights)	10	\$200.00	\$2,000.00
Supplier Notes:					
77	HR	On-Call Jet-Vac Service (Weekends)	4	\$200.00	\$800.00
Supplier Notes:					
78	HR	On-Call Jet-Vac Service (Holidays)	1	\$200.00	\$200.00
Supplier Notes:					
					Award Total
					\$180,992.51

Solicitation Number & Title: E-10-18 Inspection and Cleaning
of Storm Water Systems and Utilities Jet-Vac On-call Service

Prime Contractor's Name: Tele Vac South Inc

[illegible]

LOCAL BUSINESS EXHIBIT "A"

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

Bid Number E-10-18

TO: TeleVac South Inc
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

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

N/A

at the following price: _____

(Date)

TeleVac South Inc
(Name of Local Business Contractor)

221 NE 13th St
(address)

Pompano Beach FL 33060
(address City, State Zip Code)

BY: Dennis Simmons
(Name)

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

BID # E-10-18

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following LOCAL BUSINESSES to bid work
(Month) (Year)

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.)

N/A		

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 "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # E-10-18

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

N/A

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.

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

LOCAL BUSINESS EXHIBIT "D" – Page 2

8. Other comments: _____
N/A

Note: Please attach the unavailability letters with this report.

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: E-10-18

Contractor's Name: Talisha Smith
E-10-18

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount
N/A			

(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

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

Bid Number E-10-18

TO: TeleVue South
(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:

N/A

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

BID # E-10-18

I, N/A
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

SBE Contractor 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 SBE EXHIBIT "H"

BID # E-10-18

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

N/A

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 ?

SBE EXHIBIT "H" – Page 2

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

N/A	\$
	\$
	\$
	\$
	\$

8. Other comments: _____
- _____
- _____
- _____
- _____

Note: Please attach the unavailability letters with this report.

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

PROPOSER INFORMATION PAGE

RFP E-10-18 Inspection and Cleaning of Storm Water Systems
(number) (RFP name) and Utilities Jet-Vac On-Call Services

To: The City of Pompano Beach, Florida

The below named company 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 the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Dennis Simmons Title President
Company (Legal Registered) TeleVac South Inc
Federal Tax Identification Number 65-0425541
Address 221 NE 13th St
City/State/Zip Pompano Beach FL 33060
Telephone No. 954-782-6997 Fax No. 954-782-4130
Email Address televacsouth@bellsouth.net

Bidder Company Name TeleVac South Inc**10. Qualifications Of Bidders**

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as detailed under Bidder's Responsiveness and Responsibility section of the IFB (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a Contractor?

25 years

10.2 State of Florida Contractor's license # _____

Contractor License Types _____

Broward County Certificate of Competency #: 329-28719

Expiration Date: 9.30.18

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

No

10.4 Have you personally inspected the proposed work and have you a complete plan for it performance?

From discussion with Utility Dept, we are aware of their I+I needs and are prepared to fulfill the contract

10.5 Will you sub-contract any part of this work? ☐ Yes ☒ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

CLASSIFICATION
OF WORK

NAME AND ADDRESS
OF SUBCONTRACTOR

N/A

(Submit any additional contractors to be used on a separate sheet.)

10.6 The following information shall be provided for this project:

Bidder Company Name TeleVac South Inc

- (a) Estimated total construction manhours _____
- (b) Percent manhours to be performed by Contractor's permanent staff 100%
- (c) Percent manhours to be performed by direct hire employees 0
- (d) Percent manhours to be performed by Subcontractors 0

10.7 Equipment

10.8 What equipment do you own that is available for the proposed work?

8 Vactors, 6 TV/Inspection trucks, various plugs and pumps

10.9 What equipment will you rent for the proposed work?

N/A

10.10 What equipment will you purchase for the proposed work?

N/A

11 List all work of similar type, complexity, and comparable value as requested under the Bidder's Responsiveness and Responsibility, Responsibility Documentation, Paragraph 2 Prior Project Experience and References of the IFB. (Attach additional information on separate sheet)

Project #1Project Name Sanitary Sewer / Storm Drain Maintenance + RepairProject Owner's Name Lauderdale-By-The-SeaOwner's Address 4501 Ocean Dr Lauderdale-By-The-Sea FL 33308Phone Number 954-776-0576 Email address tianag@lbs-fl.gov

Contact information for the Project (if different from above)

Contact PersonPhone NumberEmail AddressDon Prince 954-275-0908 donp@lauderdalebythesea-fl.govNature of Work Clean and televise storm drain and sewerOriginal Contract Completion Time (Days) ~~9-29-18~~ 365 days

Bidder Company Name TeleVac South IncOriginal Contract Completion Date 9.29.18Actual Final Contract Completion Date N/A, still openOriginal Contract Price 169,550Actual Final Contract Price N/A, still openDescription and Value of Work Completed by Contractor Clean and televise storm drain and sewerDescription and Value of Work Completed by Subcontractors N/AProject #2Project Name City of Coconut Creek Clean and Inspect Sanitary LinesProject Owner's Name City of Coconut CreekOwner's Address 4800 W Copans Rd Coconut Creek, FL 33063Phone Number 954-973-6730 Email address acopeland@coconutcreek.net

Contact information for the Project (if different from above)

Contact PersonPhone NumberEmail AddressChad Hancock 954-448-9066 chancock@coconutcreek.netNature of Work Clean and televise sanitary sewer linesOriginal Contract Completion Time (Days) 245 days (PO was open 245 days)Original Contract Completion Date 9.29.17Actual Final Contract Completion Date 6.22.17Original Contract Price PO - \$188,000Actual Final Contract Price \$113,063.64Description and Value of Work Completed by Contractor Cleaned and inspected sanitary sewer lines at various lift stationsDescription and Value of Work Completed by Subcontractors N/A

Bidder Company Name TeleVse South IncProject #3Project Name City of North Lauderdale Sewer and Storm Drain
Project Owner's Name City of North Lauderdale ServicesOwner's Address 701 SW 71st AvPhone Number 954-722-0900 Email address yngo@nlauderdale.org

Contact information for the Project (if different from above)

Contact Person Phone Number Email AddressKen Thomas 954-892-2820 kthomas@nlauderdale.orgNature of Work Clean and televise storm drain and sewer,Original Contract Completion Time (Days) OngoingOriginal Contract Completion Date ongoingActual Final Contract Completion Date ongoingOriginal Contract Price ongoingActual Final Contract Price \$96,071.25 (year ending 2017)Description and Value of Work Completed by Contractor Cleaned and televised
storm drain and sewer pipesDescription and Value of Work Completed by Subcontractors N/A



TeleVac South
221 NE 13th St
Pompano Beach, FL 33060
954-782-6997 tel
954-782-4130 fax

City of Pompano Beach E-10-18
Inspection and Cleaning of Storm Water Systems and Utilities Jet Vac On-Call Service

Thank you for this opportunity to bid.

TeleVac South was founded in 1993. The three owners (Dennis Simmons, Larry McCaulley and Jim Winchester) have over 85 years combined experience in I & I. Dennis Simmons, President resides in Pompano Beach and he can be reached on his cell at 954-275-3976. TeleVac has a staff of 26 full time employees. Superintendent Kevin Beyer has been employed with us for more than 16 years. Office Manager Patti Goolsby has over 20 years with the company. Our Vactor truck and TV Truck Operators average over 7 years experience.

We have serviced many municipalities over the years, including: City of Coconut Creek, Town of Lauderdale-By-The-Sea, City of Sunrise, City of Hollywood, City of North Lauderdale, City of Lauderhill and Town of Ocean Ridge and City of Pompano Beach.

TeleVac's office is located in Pompano Beach, directly across the street from the City of Pompano's yard. We have 8 Vactors and 6 TV/inspection trucks. All vehicles and equipment are based right here in Pompano Beach, FL. Our dispatch response time is 30 minutes to an hour.

Equipment List

Vactor Trucks

- #132 2000 Sterling Vactor (4005)
- #138 2001 Mack Vactor (8421)
- #129 2003 Sterling Vactor (2698)
- #128 2003 Sterling Vactor (0850)
- #130 2007 Sterling Vactor (5440)
- #131 2009 Sterling Vactor (7153)
- #133 2014 Sterling Vactor (7153)
- #134 2009 Sterling Vactor (5085)

TV/Laser Profile & TV/Grout Trucks

- #117 1998 Chevy TV/Grt (2187)
- #110 2001 Freight TV/Grt (2008)
- #100 2001 Ford F550 TV/Grt (7227)
- #118 2007 Sprint Laser Profile(0532)
- #119 2007 Chevy IBAK Laser(9184)
- #102 2014 Merc Rausch Laser(8987)



TeleVac South
221 NE 13th St
Pompano Beach, FL 33060
954-782-6997 tel
954-782-4130 fax
televacsouth@bellsouth.net

STAFF RESUMES

President/Owner - Dennis Simmons

Past Experience and Education

Santa Fe Community College
33 years experience in underground industry
Co-founded company 24 years ago

Relevant Certifications/Credentials

NASSCO
Confirmed Space Certified
PACP Certified
Avanti International AV-100 Chemical Grout Training
Trustee for Chamber of Commerce City of Pompano Beach and City of Margate
Certified Installer for Pipe Patch Products (Sectional Liners)

Operations Manager – Kevin Beyer

Past Experience and Education

15 years experience in underground industry

Relevant Certifications/Credentials

NASSCO
Confirmed Space Certified
PACP Certified
Avanti International AV-100 Chemical Grout Training
Aries Chemical Grouting Refresher Course For Sewer System Managers Certified
Installer for Pipe Patch Products (Sectional Liners)

Office Manager and Contact - Patti Goolsby

954-782-6997

televacsouth@bellsouth.net



TeleVac South
221 NE 13th St
Pompano Beach, FL 33060
954-782-6997

References

City of Coconut Creek
4800 W Copand Rd
Coconut Creek, FL 33063
Contact – Chad Hancock 954-448-9096

Town of Lauderdale-By-The-Sea
4501 Ocean Dr
Lauderdale-By-The-Sea, FL 33308
Contact - Don Prince 954-275-0908

City of Sunrise
14140 NW 8th St
Sunrise, FL 33325
Contact – Dirk Simpson 954-304-3365

EXHIBIT “B”

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

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

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, 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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

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 CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
XX	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

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

XX comprehensive form
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

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

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

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

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

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR 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 shall provide thirty (30) days written notice to the CITY.

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