



Florida's Warmest Welcome

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
P-40- 20
EAST CRA UNARMED ROVING SECURITY
GUARD SERVICES**

**RFP OPENING: October 19, 2020 2:00 P.M.
Virtual Zoom Meeting**

September 14, 2020

POMPANO BEACH COMMUNITY REDEVELOPEMENT AGENCY
REQUEST FOR PROPOSALS
P-40-20

The Pompano Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified firms to provide Unarmed Security Guard Services to the CRA for the East CRA District.

The CRA will receive sealed proposals until **2:00 p.m. (local), October 19, 2020**. 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 of Pompano Beach (City) and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Introduction

The Community Redevelopment Act (Ch. 163, Part III, Fla. Stat.) grants the CRA the power to approve the development of community policing innovations. Community policing innovation means "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation or intensified motorized patrol." The CRA is soliciting proposals from responsible and experienced security companies ("Contractor") as part of the CRA's initiative to create a vibrant and active destination on Atlantic Boulevard between Federal Highway to the intracoastal waterway, with the additional goal of eliminating any perceptions of criminal activity in the East CRA District as well as reducing the opportunities for such criminal activity. The Contractor will be selected based upon firm pricing and previous experience working in an urban setting and in handling resident concerns within transitional neighborhoods. Services shall be provided from 8:00am to 11:00pm seven (7) days a week.

It will be up to the Contractor to estimate the required number of officers required to provide patrol coverage for 16 hours per day to achieve the desired results in the East district and within the CRA's allotted annual budget of \$100,000.00 for this community policing service.

Services will be required in the East CRA District outlined as follows:

East CRA District - East Atlantic Boulevard/McNab Park/Briny Avenue

Services will be required along the East Atlantic Boulevard commercial corridor from Federal Highway to the Intracoastal waterway with emphasis on McNab Park and Harbor Village. The CRA reserves the right to add, delete and/or change locations and hours of service throughout the term of the agreement, at the established firm pricing, by advanced written notice to the Contractor as depicted in the map.



A. Scope Of Services

All personnel provided under the agreement will be responsible to render security services in a diligent, careful, thorough, and professional manner consistent with providing excellent service. Security officers assigned will report for duty on time, ready to work, in proper uniform, with necessary equipment. Security guards shall be of the highest moral character.

B. Tasks/Deliverables

The unarmed roving security guard(s) will be required to, at a minimum:

- a. To act as “Ambassadors” for the district, including dissemination of information of policies, programs and CRA initiatives in the area.
- b. Patrol and complete routine inspection(s) of all vacant lots, occupied and vacant buildings, public alleyways, streets and sidewalks on a continual basis. Inspection of buildings shall include interior (when occupied) and surrounding exterior.
- c. Possess a means of transportation (bicycle/vehicle) to ensure the guard’s ability to patrol all areas on a continual basis, as well as to respond to incidents in a timely manner.
- d. Possess and wear body cameras.
- e. Possess a communication device(s) to enable contact with CRA personnel, police, fire or emergency vehicles, as necessary. Verbal communications, in person, by radio or by phone, must be in clear, concise, understandable English.

- f. Remain alert, observe, record and report any unusual or suspicious behavior.
- g. Detect and prevent theft and vandalism.
- h. React and take appropriate measures in the event of fire, theft, vandalism, illegal dumping or any other unusual situation. Contact the appropriate authorities, as required.
- i. Secure property on an as needed or requested basis.
- j. Report any abandoned, unserviceable or illegally parked vehicle
- k. Maintain accurate records, daily logs, reports and records of vagrancy or loitering violations at a location(s) to be determined by the CRA staff.
- l. Prepare and submit incident report(s) to the CRA supervisor on duty. Incident report must include an explanation describing the nature of the incident
- m. Escort area patrons, business owners or employees to their car, upon request.
- n. Maintain sign-in sheets and/or time cards for each shift as required.
- o. Report for duty at the designated starting time, and remain until relieved by the relief guard or at the designated end of the shift if no relief guard is assigned.
- p. Ensure all articles found or turned in are submitted to the appropriate CRA staff.
- q. Be sufficiently familiar with the properties in the East District on East Atlantic Boulevard, Pompano Beach Boulevard, SR A1A and SE 20th Street to be able to give accurate directions and information to residents, merchants and visitors.
- r. Perform other duties as assigned by designated CRA staff.

Security guards are prohibited from sleeping or napping on duty. Security Guards observed sleeping or napping on duty will be terminated immediately and must leave in a quiet, orderly fashion. The CRA will notify the Contractor and Contractor will be responsible for providing immediate replacement of the security guard. The terminated security guard will no longer be assigned to the CRA.

Security guards are prohibited from having unauthorized visitors. Unauthorized visitor(s) will be asked to leave immediately in a quiet, orderly fashion. Repeated visits by unauthorized visitor(s) will result in termination of the security guard. Security guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises. Security guards shall not carry a firearm of any type, whether it is concealed, exposed or encased. Doing so is grounds for termination.

C. Experience

All security contracting companies should be familiar and have experience with:

- a. Coordinating with local law enforcement (Broward County Sheriff's Office)
- b. Patrolling retail districts and interaction with multiple business owners
- c. Patrolling blighted areas and ability to report or document nuisance issues
- d. Transitional neighborhoods
- e. Working in Urban/Public areas

f. Interaction with residents

All security guards must meet the following minimum requirements:

- a. Age – must be a minimum of nineteen years old.
- b. Mental and Physical Health – must be in good mental and physical state of health, consistent with the ability to perform required safety and security tasks. Guards must be alert at all times while on duty.
- c. Communication Skills – must possess good verbal communication and diplomacy skills. Guards must be able to clearly communicate in English without having to unnecessarily repeat orders or instructions; communicate in writing clearly and concisely on all reports and forms.
- d. Behavior and Appearance – must maintain a high standard of civility, behavior and appearance. When in contact with the public, security guards will reflect appropriate courtesies and forms of addresses. Security guards must at all times be neat, clean and have a professional appearance.
- e. Education – must have a high school diploma, or equivalent.
- f. Licenses – must possess a Class “D” license issued by the State of Florida.
- g. Crowd Control – must be trained to manage crowds attending or dispersing from community events.
- h. Site Training - All guards assigned must have a minimum of eight (8) hours of site specific training. All guards must be thoroughly trained and familiar with all equipment and requirements at each post assigned to, and sign an acknowledgement form indicating the understanding of this training.

No guard is to be assigned to any post without site-specific training by a qualified representative of the contractor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the Field Supervisor shall meet with the guard to ensure that she/he is thoroughly familiar with the Post Orders and required duties.

D. Qualifications

This Proposal will be awarded only to a responsible Contractor qualified by experience, training and performance history. The Contractor must be in business performing security guard services of a similar nature as mentioned in Section 4.0 above for a period of three (3) years prior to the due date of this Request For Proposal. The Contractor must list five (5) clients and must include a brief description of similar work satisfactorily completed within the last three (3) years with location, dates of contracts, names and addresses of owners. The CRA may contact these clients for verification. The CRA reserves the sole right to determine Contractor's performance history as satisfactory based on known past performance with the CRA and/or based on references provided.

The successful Contractor must provide a field supervisor (the Field Supervisor) who is to become familiar with the duties of the site where service is provided. The Field Supervisor shall make visits to the site, including each shift at least once per month where applicable, to ensure that the guards are trained and their performance is consistent with the requirements of this contract.

Prior to commencement of services under the agreement, the Contractor shall have a Field Supervisor meet with CRA staff to determine post orders (Post Orders) for the location. The site-specific Post Orders may be amended by the CRA at any time. If amending Post Orders, designated CRA staff will notify the Field Supervisor in advance and provide written notice of such changes. Contractor shall provide and maintain throughout the term of the contract, a 24-hour Emergency contact person.

Contractor shall provide the contact person name, address, phone number(s) and email address. Contractor shall be responsible for immediately advising CRA staff in writing of any changes to the 24-hour emergency contact person or information. It is the responsibility of the Contractor to ensure that all security guards assigned to the CRA under the Contract meet all requirements set forth by the State of Florida.

E. Additional Requirements

Contractor is required to furnish to all security guards assigned to the CRA the following:

1. Uniforms – Contractor must provide all guards with uniforms which will:
 - a. Identify the employing security service
 - b. Bear the word “Security” or “Ambassador” or similar, in a visibly evident location
 - c. Conform to the requirements of applicable licensing authority
 - d. Be readily distinguishable from the uniforms of public police
2. Equipment – all necessary equipment and communication devices.
3. Transportation – all necessary transportation vehicles and equipment required to fulfill security needs of the areas.
4. Photo Identification Card –photo identification containing at a minimum the company name, employee name and photo, which must at all times be worn by security guards in a visibly evident location. Photo identification must be worn by security guards in a visibly evident location at all times.

For each security guard to be assigned to the CRA under the agreement, Contractor will provide the following information. The qualifications and experience of the security guards assigned to the CRA under the agreement must be reviewed and approved in advance by designated CRA staff.

1. Resume – Qualifications and experience which must include employee name, number of years employed by Contractor, work history, number of years’ experience as a security guard, training, certifications and licenses.
2. Licenses – Copy of all certifications and licenses; at a minimum, a copy of the Class “D” license issued by the State of Florida. It is the responsibility of the Contractor to maintain and submit current copies of licenses to the CRA throughout the term of the agreement.
3. Background Information – Proof of criminal record check through Broward County Sheriff’s Department. Security guards having any record of misdemeanor or felony convictions will not be accepted. The CRA reserves the right to review such investigations and require Contractor to either remove, or prevent an employee from working in a CRA/City facility as a result of the unsatisfactory investigation.
4. Drug Testing – Documentation of pre-employment and random drug testing. Use of, or addiction, to drugs or alcohol will be cause for rejection.
5. Citizenship/Employment Authorization – Proof of US citizenship or permanent residency documentation from the United States Immigration Authority showing that they have entry permits, work permits, and are legal aliens.

Contractor shall make written request in advance to the CRA for any staffing changes under the agreement. All staffing changes are subject to the review and approval of the CRA.

Any security guard deemed unfit to perform the scope of services shall be promptly removed from the area and must be replaced in a timely manner. The Contractor will be responsible for training replacement guards. No guard is to be assigned to any post without site-specific training by a qualified representative of the Contractor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the Field Supervisor shall meet with the guard to ensure that s/he is thoroughly familiar with Post Orders and required duties.

Persons employed by the Contractor in the performance of services pursuant to this Proposal shall not be considered employees of the CRA or the City. They shall be independent thereof and shall have no claims against the CRA or the City as to worker's compensation, unemployment compensation, insurance salary, wages or other employee rights or privileges granted by operation of law or by the CRA or the City.

All invoices must include at a minimum, the name, dates and times that were worked by the individual security guards. Additional hours billed under the contract shall be billed at the hourly rate stated on the bid proposal.

F. Term of Contract

The contract resulting from this RFP shall commence upon the date of contract execution by both parties and shall be for an initial three (3) year term with two (2) one (1) year option renewal terms not to exceed five (5) years total, based on the same prices, terms and conditions, by mutual agreement of the Contractor and the CRA.

Any renewal will be subject to appropriation of funds by the CRA. Notice of intent to renew will be given to the Contractor in writing by the CRA, normally 90 days before the expiration date of the current contract.

In the event the CRA does not opt to renew the contract as stated above; or the CRA and Contractor are unable to reconfirm or renegotiate hourly wage rates for another year, the CRA shall have the option of extending this contract at the current rates, one month at a time, not to exceed six months total.

The hourly wage will remain fixed for the initial twelve month period. Beginning in year two, as of the date of contract execution, the basic hourly wage rate can be adjusted by the percentage change in the Employment Cost Index for private industry workers, service occupations, wages and salaries (not seasonally adjusted), for the South Atlantic region as published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS). The increase to go into effect will be the increase in the ECI series for the prior twelve month period. The frequency of adjustment is annually, commencing in year two of the contract, and includes renewal periods. It is the sole responsibility of the Contractor to request in writing wage adjustments under the contract. Requests must be received by the CRA a minimum of ninety (90) days in advance of the date of effective change.

G. Local Business Program

To the extent applicable, Contractor shall comply with the City's Local Business Program established by Ordinance 2018-112, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

1. **TIER 1 LOCAL VENDOR.** POMpano BEACH BUSINESS EMPLOYING POMpano BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must

have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

Proposers 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 and the CRA are **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.

The required goal for this RFP is 10% for Local Vendor.

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

H. 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 RFP 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:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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 CRA 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 CRA 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.

Reviewed and Audited Financial Statements:

Must be marked "**CONFIDENTIAL**" and uploaded separately from proposal.

Proposers shall be financially solvent and appropriately capitalized to be able to service the CRA for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The CRA reserves the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The CRA is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The CRA and the City reserve 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 CRA and the City may as at their 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.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

H. Insurance

Contractor shall be required to execute an agreement with the CRA for the services described in this RFP (the Agreement). Contractor shall not commence services under the terms of the Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If a proposer is responding to a bid and has questions regarding the insurance requirements for this RFP, 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 CRA staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the CRA 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 CRA and the City as an additional insured on all such coverage.

Throughout the term of the Agreement, CRA and the City, by and through the City's Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by the Agreement, including limits, coverages or endorsements. The CRA and the CITY reserve the right to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

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

Throughout the term of the 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 CRA and the City as an additional insured as their 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	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(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 four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

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

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 the 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 the CRA 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 CRA.

F. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the CRA and the City, their 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.

I. 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 CRA Board of Commissioners.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>		<u>Point Range</u>
1 Experience and Expertise		0-25
<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the RFP.		
2 References		0-20
<ul style="list-style-type: none">• History and performance of firm for similar services.• References and recommendations from previous clients.		
3 Resources and Methodology		0-25
<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the services required.• Overall approach to services required. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.		
4 Cost		0-30
<ul style="list-style-type: none">• Including the overall budget and itemized cost breakdowns.		
Total		0-100

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

NOTE:

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

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 for the services required 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 CRA's Purchase Order and payment records.

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

Each 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 CRA 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 CRA 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 CRA Board of Commissioners (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 CRA Board of Commissioners 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 CRA Board of Commissioners.

J. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the CRA and the City and all of their 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 CRA and the City or said parties may be subject, except that neither the Proposer 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 CRA and the City or any of its officers, agents or employees.

K. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files

(including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the CRA or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the CRA or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by the CRA to Contractor pursuant to the Agreement.

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

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

L. Communications

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

M. 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 CRA.

N. 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 CRA or the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement shall be those of the firm.

O. Staff Assignment

The CRA and the City reserve the right to approve or reject, for any reasons, Proposer's staff assigned to the services required at any time. Background checks may be required.

P. Contract Terms

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

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

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

Q. Waiver

It is agreed that no waiver or modification of the agreement 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.

R. Survivorship Rights

This agreement 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.

S. Termination

The agreement resulting from this RFP may be terminated by the CRA 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 agreement 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.

T. Manner of Performance

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

Proposer agrees that the services provided under the agreement 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 CRA 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 the Agreement.

U. 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.

V. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the CRA 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 CRA.

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 CRA 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 CRA to do so.

The CRA 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 CRA to do so.

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

W. 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 or CRA Employee is also an owner, corporate officer, or an employee of the firm. If any elected official, appointed official, or City and CRA 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 CRA and 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 CRA and the City from any cost, expense, royalty or damage which the CRA or the City may be obligated to pay by reason of any infringement at any time during or after expiration of the Agreement.

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 services required in this RFP 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 the CRA, 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 and CRA are public agencies 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 and CRA 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 and CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City and CRA to perform the service. If the Contractor transfers all public records to the City and CRA 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 and CRA, 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 and CRA 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