



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

BID H-13-12 -- EXCESS INSURANCE

January 22, 2012

The City of Pompano Beach is currently soliciting bids for the purchase of Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation & General Liability Insurance. Sealed bids will be received until 2:00 p.m. (local), February 14, 2012, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

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

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to purchase Boiler & Machinery Insurance, Commercial Property Insurance and Excess Worker's Compensation & General Liability Insurance to replace existing policies on March 1, 2012. Bidders shall submit bid pricing for annual premiums based on existing coverage and self-insured retentions levels currently in effect.

B. Contract Period

The initial contract period shall be one year, commencing March 1, 2012.

The contract may be renewed for four (4) additional one (1) year renewal terms, contingent upon acceptable renewals to the City.

C. Basis of Award

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

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

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

D. Pricing

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

E. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

F. 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 Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. 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 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.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

G. 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: <http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

H. Detail Specifications

1. Background

The City of Pompano Beach is a full service City, with a year round population of approximately 102,000 residents, that swells to over 115,000 during the season (September through March), located within the boundaries of Broward County, deriving its government authority as an agency of the State of Florida. Commission members are elected on a non-partisan basis for two-year terms; the Mayor-At-Large is elected on a City-wide non-partisan basis for a three-year term. The City Commission appoints the City Manager who is the Chief Administrative Officer of the City and directs the business of the City and its various departments. The City Commission determines policy, adopts legislation, approves the City's budget, sets taxes and fees, and appoints the City Attorney, City Clerk, Internal Auditor, and members of various boards and committees.

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

The City employs approximately 700 full time employees, 200 part time employees, and a small number of volunteers.

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

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

2. Current Coverage:

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Boiler & Machinery (Municipal Property Only)	Zurich	\$1,000/Per Occ.	\$50,000,000
Comprehensive Coverage:	Production Machines & Public Utility Objects Ammonia Contamination Water Damage Hazardous Substance - \$2,000,000 Electronic Computer & Data Processing Media - \$500,000 Business Interruption, Extended Business Interruption, Extra Expense, Service Interruption, Spoilage, Newly Acquired Locations.		

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Property Policy (Excludes Utilities- (Utilities quoted separately)	See Below:	\$100,000/Per Occ.	\$10,000,000
	Lexington	\$7.5 M p/o \$10 M	Named Storm – 5% of TIV, subject \$100,000 minimum per occ.
	Westchester	\$2.5 M p/o \$10 M	

- Sublimits:
- \$1,000,000 Extra Expense
 - \$1,000,000 Demolition/Increased Cost of Construction
 - \$1,000,000 Newly Acquired Property/60 days
 - \$2,500,000 Earthquake aggregate
 - \$1,000,000 Errors and Omissions
 - \$1,000,000 Debris Removal
 - \$1,000,000 Auto Physical Damage (while located on an insured location or within 1,000 ft – excludes over the road)
 - \$1,000,000 Contractor’s Equipment
 - \$1,000,000 Miscellaneous Unnamed Locations

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

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

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Property Policy (Utilities) Including Boiler & Machinery	See Below: ACE American	\$100,000/Per Occ. Named Storm – 5% of TIV, subject \$250,000 minimum per occ. (\$10,000,000 limit for named windstorm)	\$35,000,000

Sublimits:	\$1,000,000	Extra Expense
	\$1,000,000	Demolition/Increased Cost of Construction
	\$1,000,000	Newly Acquired Property/60 days
	\$2,500,000	Earthquake aggregate
	\$1,000,000	Errors and Omissions
	\$1,000,000	Debris Removal
	\$1,000,000	Miscellaneous Unnamed Locations

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

<u>Current Coverage</u>	<u>Carrier</u>	<u>SIR/Deductible</u>	<u>Policy Limit</u>
Excess W/C & GL (includes all Florida Statutes 768.28 claims GL, Auto, etc., with subsequent amendments and revisions to statute, Emp. Benefit Liability, Public Officials and Worker’s Comp excess).	See Below: Star Ins. Co.	\$100,000/\$200,000 Per Occ. for F.S. 768.28; \$200,000 SIR other lines; Statutory/\$350,000 SIR Per Occ. for Worker’s Comp claims.	\$2,000,000 Per Occ. \$4,000,000 Per Agg.

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

In addition to quotes for coverage equivalent or superior to those highlighted above, the City seeks an additional **optional quote** for the following coverage:

- Automobile-Physical Damage (Catastrophic Basis Only)
**Please quote \$2,000,000 Each Occurrence
\$5,000,000 Each Occurrence and
\$10,000,000 Each Occurrence
each with deductible of \$50,000, and \$100,000**

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

3. Termination

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

Mr. Ed Beecher, Risk Manager
City of Pompano Beach
100 West Atlantic Boulevard, Suite 219
Pompano Beach, Florida 33060

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

4. Rerating Endorsement:

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

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

5. Claim Reporting Endorsement

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

6. Loss Statistic Services

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

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

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

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

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

7. Vendor Insurance Requirements

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

I. Submittal Requirements

Vendors must submit the following with their bid response:

1. Signed and completed Bid Proposal. Three (3) complete copies/sets of the proposal must be included along with one (1) original signed copy (four total.) All bids must be submitted on City forms.
2. Additional vendor information that should be submitted:
 - a. State financial rating, if applicable.
 - b. Identify the location of the office from which the service and support will be performed.
 - c. Identify other public entities in which your firm has provided similar programs, especially those in the tri-county area of Broward, Palm Beach, and Miami-Dade Counties. Include name of entity, address, telephone number and name of contact person (minimum of three (3) references required).
 - d. Provide examples of loss reports and explain timing of both loss and status reports.
 - e. Explain subrogation policy.
 - f. Detail risk evaluation process, including liability assessments and loss determinations.
 - g. Detail supervisory services, including claim and reserve audits, statistical analysis, litigation control and account liaison.
 - h. Current financial records.
 - i. Copy of PML or Hurricane analysis.
 - j. Provide full disclosure of all compensation, retail and intermediary, on all insurance placements.

3. Insurance Certificates

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

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

Attached for historical information are the following:

1. Attachment A: Spreadsheet of City's Property Schedule.

Note: Property Schedule is separated into Municipal Properties and Utilities Properties.

2. Attachment B: Spreadsheet of City's Worker's Compensation, Auto Liability, General Liability, and Property Damage Claims (5 year claim history) 10/1/2006 to present. Legend for Claim Status: "C" Closed, "O" Open, "R" Re-opened, "OL" Open Litigated, "OAL" Open Attorney Litigated, "S" Subrogation.
3. Attachment C: City's Current Fleet Listing.
4. Attachment D: Estimated Payroll by Worker's Comp Classification Code.
5. Attachment E: Large Loss Summary (5 year history).
6. Attachment F: Insurance Carrier(s) Paid Claims (5 year history).
7. Attachment G: Copy of Current Coverage Policy Declaration page(s).

K. Proposal Summary Questionnaires

The Proposal Summary Questionnaires must be completed in full and returned with the bid proposals. This information must be included with your bid proposal in order for the City to consider your bid.

L. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. 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. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

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

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

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

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

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

- 9. **Brand Names**
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. **Default Provisions**
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
- 11. **Samples**
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. **Acceptance of Materials**
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. **Manufacturers' Certifications**
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. **Copyrights and Patent Rights**
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. **Laws and Regulations**
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

- 16. **Taxes**
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
- 17. **Conflict of Instructions**
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. **Exceptions to Specifications**
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. **Warranties**
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
- 20. **Retention of Records and Right to Access Clause**
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
- 21. **Facilities**
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 22. **Anti-collusion Statement**
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations
- Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

<u>Item No.</u>	<u>Description</u>	<u>Annual Premium</u>
1.	Boiler and Machinery Insurance: \$1,000 deductible per Occurrence	_____
2.	Property Policy: Municipal Property Only (include all layers) Utilities Property Only (include all layers)	_____ _____
3.	Excess Insurance Program: (GL, Auto, Property, W/C, Emp Benefit & Public Officials). SIR(s) as required in bid.	_____

OPTIONAL

4.	Pollution Liability Endorsement for Excess	_____
5.	Auto Physical Damage	
	<u>LIMITS</u>	<u>DEDUCTIBLE</u>
	\$2,000,000 CSL	\$50,000
	\$2,000,000 CSL	\$100,000
	\$5,000,000 CSL	\$50,000
	\$5,000,000 CSL	\$100,000
	\$10,000,000 CSL	\$50,000
	\$10,000,000 CSL	\$100,000

Bidder Name _____

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". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

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

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

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification #:

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

MANDATORY Submit completed Proposal Summary Questionnaire forms with your bid.

Furnish all information requested in Section I., Submittal Requirements.

Submit one (1) complete original bid with any attachments and enclosures, and three (3) complete copies.

PROPOSAL SUMMARY QUESTIONNAIRE

MANDATORY COVERAGE

COMMERCIAL PROPERTY COVERAGE

Insurer: _____ Best's Rating: _____

YES

NO

Property insured on scheduled basis? _____

Property insured on an "all risk" basis? _____

Property insured on a per occurrence basis? _____

Windstorm deductible meets or exceeds existing coverage? _____

Date Agent/Authorized Representatives Agency/Insurer Telephone

PROPOSAL SUMMARY QUESTIONNAIRE

OPTIONAL

AUTO PHYSICAL DAMAGE

Insurer: _____

Best's Rating: _____

YES

NO

Coverage in Comprehensive Form ?

Coverage for "any auto" ?

Coverage for "newly acquired autos" ?

Date

Agent/Authorized Representatives

Agency/Insurer

Telephone

**H-13-12, EXCESS INSURANCE
STATEMENT OF NO RESPONSE**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____