



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS**

**T-19-23
CITY SIGNAGE PRODUCTION AND
INSTALLATION**

OPENING: NOVEMBER 8, 2023, 2:00:00 P.M.

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

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
T-19-23
CITY SIGNAGE PRODUCTION AND INSTALLATION

The City of Pompano Beach (the “City”) and The Pompano Beach Community Redevelopment (the “CRA”) are seeking proposals from qualified companies/firms to fabricate, install, and maintain various types of signs for the City and the CRA on an as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), November 8, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

Introduction

The City and the CRA are seeking to issue one or more contracts to a sign fabrication company to provide sign fabrication, installation, and maintenance for various types of signs for the City and the CRA on an as-needed basis. Potential projects include, but are not limited to, City entryway signs, of various sizes and in different locations. Though it is not a requirement for qualification, the City would be interested in complex led programmable signs.

Attached are samples of projects the City and CRA has potential interest in completing the design, fabrication and installation. These samples are intended to provide Proposers an insight into the potential projects the City and CRA may ask proposers to potentially design, fabricate and install.

Attached with the solicitation are sample contracts, which include a sample continuing service contract, and a construction contract. City reserves the right to negotiate with proposers for alternate terms, formats and variations to these samples that are in the best interest of the City and CRA.

A. Scope of Services

The City intends to issue one or more contracts to a sign fabrication company to provide sign fabrication, installation, and maintenance as described herein.

The work includes but is not limited to fabricating, installing, and repairing signs as needed, as per the sample plans and specifications provided in the bid package.

The sign locations are to be determined.

Signs must be durable, adaptable, reflective, and meet the requirements of all authorities having jurisdiction including Florida department of Transportation's (FDOT's) minimum requirements for pedestrian signs, where deemed necessary.

The sign contractor is responsible for matching all colors, finishes and materials specified in this document and is required to provide City with samples for review and approval prior to full execution. The Sign Contractor, in collaboration with the City and CRA, shall be responsible for verification of all dimensions, engineering, wind load calculations, foundation compliances, and field conditions relative to the project prior to procurement and fabrication. The sign contractor shall verify that signage to be installed within the right-of-way, complies with all authorities having jurisdiction.

The selected vendor will be expected to supply the following: A graphic standards manual to support all sign related graphics, a sign placement plan will be prepared in coordination with the City, County, and FDOT as required, and recommendations for landscaping and maintenance will be provided. Designs that requiring the least amount of maintenance will be favored.

B. Tasks and Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Service Order (SO) form from the awarded firm to be provided to the City or the CRA. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project Contractor will be required to provide all applicable insurance requirements.

1. As necessary, Contractor shall be responsible for field measuring all dimensions, elevations and conditions as related to the work and work site and shall immediately notify the owner of any discrepancies prior to ordering or fabricating materials or otherwise proceeding with the Work.
2. Contractor shall provide all labor, material, equipment and services required to execute and complete all items of Work as specified or implied herein, including incidental items to affect a finished and complete job, even though such items are not shown or particularly mentioned.

3. All structural work, including material stresses and methods of construction, shall comply with the local Uniform Building Code(s), Occupational Safety and Health Administration (OSHA), and any other governing agencies having jurisdiction.
4. Contractor shall maintain safe public access to and from all building exits at all times.
5. Contractor shall use construction methods that are in strict accordance with manufacturer's specifications.
6. If necessary, Contractor shall, prior to beginning Work, discuss any potential structural issues with the City Engineering Department.
7. Contractor shall maintain premises and public properties free from accumulations of waste materials, debris and rubbish caused by operations.
8. After completion of Work, contractor shall remove all waste materials, rubbish, tools, and surplus materials and clean sight exposed surfaces. Construction site shall be organized and cleaned by contractor on a daily basis.
9. Contractor shall restore to its original condition all site appurtenances damaged under this contract at no additional cost to the owner to include sod and existing landscape. The contractor shall be responsible to take photos before starting the project to document existing conditions at the job site.

C. FDOT Permit

Some signs will have to be approved under a FDOT Community Aesthetic Feature Agreement (CAFA) permit. As a requirement of the permit the Contractor will have to request a pre-construction meeting with the FDOT prior to commencing work and submit a maintenance of traffic (MOT) plan to FDOT for each sign location.

D. Optional Design Services

City and CRA reserve the right to engage in negotiations with selected Contractors for design services within the limitations and guidelines imposed by Florida Statute 287.055, Consultants' Competitive Negotiation Act. Contractors which offer design services are encouraged to provide their qualifications, along with team members and qualified subcontractors under retainer. If the City and CRA deem it to be in their best interest the City and CRA shall negotiate separate Continuing Service Contracts for design services with qualified Contractors.

Selected contractors shall be required to prepare detailed shop drawings that demonstrate qualified engineering and fabrication methodology for the successful implementation of entry monuments, facility signs, wayfinding signs, and informative interactive kiosks. Detailed shop drawings with specification and details shall be submitted to the City of Pompano Beach for review and approval prior to fabrication.

City and CRA make no guarantee that any award will be made for optional design services. City and CRA shall evaluate Contractors for these optional services separately. City and CRA make no guarantee of work should the City and CRA choose to award any contracts for design services.

Optional Design Services may be requested on a not to exceed or lump sum basis. All pricing and fees for Design Services shall be negotiated after qualification in accordance with the guidelines set within Florida Statute 287.055.

E. Term of Agreement/Contract(s)

City and CRA reserves the right to negotiate the contract term and renewal periods with selected vendors. Contracts terms may be up to five (5) years in duration. All contract prices and conditions shall remain firm for the initial period of the contract, and any renewal period, unless agreed upon by the parties.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension shall continue until any delivery or services the Contractor has been tasked with by the City or CRA are completed.

F. Qualified Vendor Requirements

Licensing Requirements: Vendor shall have all applicable License required by code.

The qualifying vendor shall have been licensed and operated business, based in South Florida for at least twenty (20) years and shall be certified in the following areas:

- Crane Operation
- Rappelling
- CDL
- UL
- Stage/Scaffold
- Solar Lighting
- Welding

The company shall have at least ten (10) or more payroll employees in house as well as a team of in-house Permit Expeditors.

Own or lease fleet of trucks or lifts (85' preferred) with crane certification.

Brokering fabrication and installation is prohibited on this contract.

All fabricated signage to include a four (4) year warranty on parts, equipment, connectors and other related materials.

Vendor will provide a list of three (3) to five (5) projects with similar scope (Project name, location, time frame, cost and completion date – drawing and photo of completion).

For optional design services contractors must have a staff of engineers in house or on retainer

G. Required Proposal Submittal

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

Information to be included in the proposal:

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

Title Page:

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

Table of Contents:

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

Letter of Transmittal:

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Proposal:

Proposer shall include all information relating to their firm's experience, expertise and fabrication and installation approach. Also include detail qualifications of staff, as described in Section E – Qualification of Proposers. This section shall contain all relevant information that the City and CRA evaluation, excluding fees and costs. Proposers are encouraged to ensure they pay close attention to the Evaluation Criteria listed below when putting together the contents of this section. This includes experience, expertise, fabrication and installation approach.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference. Submit at least two (2) references from past venues and contracts used by proposer's organization, letters of awards and succession programs.

Optional Design Services:

Proposers are to provide applicable experience, qualifications, references and staff and or subcontractors that will be used for these services, and their qualifications and experience.

No pricing is to be provided for these optional services. All information for proposed optional services must be clearly separate from the rest of the proposal.

City Forms:

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

H. Insurance

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

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

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

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

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

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the 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/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the

company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

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

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	

AUTOMOBILE LIABILITY:	
XX	Minimum \$10,000/\$20,000/\$10,000

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

EXCESS LIABILITY	Per Occurrence Aggregate
___ other than umbrella	bodily injury and \$1,000,000 \$1,000,000

property damage
combined

For Optional Design Services, Contractors must carry:

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

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

— environmental/pollution liability
\$1,000,000 /\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence 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.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City and the CRA thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City and the CRA.
 6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City and the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, 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 agreement/contract on a pre-loss basis.
 7. The Contractor shall furnish to the City and the CRA the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

I. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria:

	Criteria	Point Range	Score
1	Experience: The firm's past experience and performance on comparable projects	0-30	
2	Expertise: The quality of the firm's professional personnel to be assigned to the project	0-30	
3	Fabrication and installation approach: Quality of past projects and the extent the proposed goods and services meet the City's needs. Thought given to the costs associated with the long-term cost maintaining the proposed signs	0-25	
4	References: Include the delivered product and itemized cost breakdowns	0-15	
Total		0-100	

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

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City and CRA projects within the last five (5) years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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

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

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

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

J. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the CRA and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City and the CRA or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City and the CRA 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 Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's and CRA's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

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

The City's and the CRA's agent or 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 City's and the CRA's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

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

L. Retention of Records and Right to Access

The City and the CRA are public agencies subject to, Florida Statutes Chapter 119. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City and the CRA in order to perform the service;
2. Upon request from the City's and the CRA's custodian of public records, provide the City and the 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;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and

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

M. Communications

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

N. No Discrimination

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

O. Independent Contractor

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

P. Staff Assignment

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

Q. Agreement/Contract Terms

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

The agreement/contract shall include as a minimum, the entirety of this RFQ, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City or CRA Attorney.

If the City or CRA 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/contract, whether directly or indirectly, Contractor agrees to reimburse the City and the CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

R. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFQ, or of any covenant, condition or limitation contained in it shall be valid unless it is

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

S. Survivorship Rights

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

T. Manner of Performance

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

Proposer agrees that the services provided under the agreement/contract resulting from this RFQ shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City and 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 the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

U. Acceptance Period

Proposals submitted in response to this RFQ must be valid for a period no less than one hundred and twenty (120) days from the closing date of this RFQ.

V. RFQ Conditions and Provisions

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

The Proposal shall not contain any alteration to the RFQ 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 RFQ documents was obtained from the eBid System

or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFQ. Exceptions or deviations may not be added after the submittal date.

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

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

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

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

2. Licenses

In order to perform public work, the Contractor shall:

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

3. Conflict of Interest

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

4. Drug Free Workplace

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

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the

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

10. Composition of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City and the CRA are public agencies subject to, Section 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 and the CRA in order to perform the service;
 - ii. Upon request from the City's and the CRA's custodian of public records, provide the City and the 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, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City and the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City and the CRA to perform the service. If the Contractor transfers all public records to the City and the CRA upon completion of the agreement/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 agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and the CRA, upon request from the City's and the CRA'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 the CRA within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

X. Questions and Communication

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

Y. Addenda

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

purchasing@copbfl.com to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFQ in the eBid System.

Z. Contractor Performance Report

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

PROPOSER INFORMATION FORM

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

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

Proposer's Name: _____

Vendor FEIN: _____

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

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

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

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

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 by the State or by any political subdivision for the procurement of commodities or contractual services, 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 or 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 an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

I Certify: _____

CONFLICT OF INTEREST

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

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

No ____ Yes ____

Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

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

Contractor Performance Report

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

RATINGS

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

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

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

Contractor Performance Report

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

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

Ratings completed by (print name)

Ratings completed by signature

Date

Department Head (print name)

Department Head Signature

Date

Vendor Representative (print name)

Contractor Representative Signature

Date

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

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