



**Florida's Warmest Welcome**

**CITY OF POMPANO BEACH  
REQUEST FOR QUALIFICATIONS**

**T-05-24**

**Purchase and Delivery of Ready-Mix Concrete**

**OPENING: JANUARY 8, 2024, 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-05-24  
PURCHASE AND DELIVERY OF READY-MIX CONCRETE

The City of Pompano Beach (the “City”) is seeking proposals to qualify companies/firms to deliver ready-mix concrete as needed by the City for various projects throughout the City boundaries.

The City will receive sealed proposals until **2:00:00 p.m. (local), January 8, 2024**. 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.

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.

City reserves the right to award one or more qualified proposers. The City will consider the proposer’s product diversity, availability, distance to the City, and delivery options. City will request a quote from one or more qualified proposers, and issue a purchase order to the lowest quote provided, or at the City’s sole discretion, the quote that proposes the best value to the City based on factors such as minimum order, and delivery times.

### **Introduction**

The City is seeking to establish a pool of open-end contracts for the purchase of delivered ready-mix concrete when needed. Concrete is used by the City for the installation and repair of sidewalks, driveways, slabs, etc. Proposals are requested from companies regularly engaged in the furnishing and delivery of ready-mix concrete in various mixtures/strengths. Proposers must have sufficient plant production and delivery trucks to meet the needs of the City on a regular, ongoing basis.

The City reserves the right to make a pre-award inspection Proposer's facility and equipment before award of contract. Additionally, the City reserves the right to verify travel times estimated by Proposers.

## **A. Specifications**

### **1. Product Required -- Ready Mix Concrete:**

- a. 2,500 p.s.i. -- estimated quantity required over a twelve month period 100 cubic yards.
- b. 3,000 p.s.i. -- estimated quantity required over a twelve month period 1,740 cubic yards.
- c. 3,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 250 cubic yards.
- d. 4,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 100 cubic yards.

The above quantities are estimated, and City makes no guarantee that the City will purchase these amounts. Additionally the City reserves the right to purchase products not listed above from proposers, if offered and needed by the City.

If Proposers have a minimum ordering amount (over short load), it shall be stated by Proposer in their proposal.

### **2. Environmental and Other Fees**

The City understands that different proposers may charge fees including but not limited to, environmental, holding time, short load, and fuel surcharges. Proposers may include such charges when providing pricing to the City, however Proposers ***must not*** add fees and charges to invoices that were not part of a quote or purchase order. For example, a Proposer can have environmental, waiting time fees, and disposal fees on the quote though the waiting time fee may not be applied if no waiting time was accrued. However, the subsequent invoice could not add a fuel surcharge if it wasn't on the quote.

### **3. Proposers shall state the maximum number of days in advance required to schedule an order by the City.**

### **4. Special Requirement - Manufacturing Plant Location**

Transit time from the concrete manufacturing plant will be considered during proposal evaluation. For purposes of evaluation, transit time shall be calculated from point of manufacture to the Streets Division Office, 1190 N.E. 3rd Avenue, Building B, Pompano Beach, Florida, 33060. Each Proposer shall furnish the address of its manufacturing plant in its proposal, miles from its manufacturing plant to the Streets Division Office and shall estimate transit time from the plant to the above City location.

5. Proposers are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. Awarded proposer(s) must adhere to delivery schedules.

The City requires delivery by 8 am, independent of load size. If the Proposer cannot, or will not be able to provide delivery by 8 am, the City reserves the right to still consider such a Proposer for award.

If, in the opinion of the Public Works Department in conjunction with the Procurement Director, the Awarded Proposer(s) fail at any time to meet the requirements herein, including the delivery requirements then, the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

## **B. 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.

Proposals will be evaluated using the following criteria.

<b>Item</b>	<b>Criteria</b>	<b>Point Range</b>
1	Product portfolio and availability of product	0-30
2	Estimated delivery compliance with City needs; and distance from Proposer's concrete factory to the City	0-30
3	Past performance with the City and references from similar customers	0-40
	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, 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 projects within the last five 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.

The Committee shall furnish the City Commission (for its approval) a listing, in ranked order companies/firms deemed to be the most highly qualified to perform the service.

The City Commission has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the 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.

**C. Required Proposal Submittal**

City reserves the right to waive minor irregularities and ask for clarification on submitted forms when considering a Proposer non-responsible. It is the Proposer’s responsibility to ensure all documents required for the Committee to successfully evaluate the proposal are provided.

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 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. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System.

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

**Title page:**

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

**Table of Contents:**

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

**Letter of Transmittal:**

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

**Information required for evaluation:**

Proposer shall provide all information that is required for the Committee to evaluate the proposal. This shall include, but not be limited to, Proposer's products offered, location of production facilities, estimated deliveries, fees, surcharges, and references.

It is the Proposer's responsibility to ensure that the information provided in this section satisfies the information required for the Committee's evaluation. Failure to provide the information required by the Committee to conduct an evaluation may result in the Proposer being deemed non-responsible.

**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.

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

**D. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City of Pompano Beach is **strongly committed** to ensuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment.

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

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

**E. Term of Agreement/Contract**

The initial contract period shall be one (1) year, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for four (4) additional one (1) year periods, subject to contractor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

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 period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

**F. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**G. 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 City'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 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 to Contractor pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate

work space, in order to conduct audits in compliance with this article. City's agent or its 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.

**H. Communications**

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

**I. 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.

**J. 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. 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.

**K. Staff Assignment**

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

**L. 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 of Pompano Beach City Attorney.



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

**M. 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.

**N. 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.

**O. Termination**

The agreement/contract resulting from this RFQ may be terminated by the City per the agreement/contract's termination conditions.

**P. 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 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.

**Q. Acceptance Period**

Proposals submitted in response to this RFQ must be valid for a period no less than one hundred and eighty (180) days from the closing date of this RFQ.

**R. 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, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award 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 shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**S. 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 within the Attributes tab of the eBid System.

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 from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The 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. 3<sup>rd</sup> 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 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. Employment Eligibility

By entering into a resulting contract with the City, Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this awarded contract is

terminated for a violation of the statute by the Proposer, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

13. Compliance with Florida Statute 287.05701

The City does not consider social, political, or ideological interest in determining Proposer's responsibility in compliance with Florida Statute 287.05701.

14. Public Records

- a. The City is a public agency 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 in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, 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
  - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under, 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](mailto:RecordsCustodian@copbfl.com)**

### **T. 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](mailto: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.

### **U. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will 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 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 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 reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as 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 as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
<b>GENERAL LIABILITY:</b>	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
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined

XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

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

XX comprehensive form  
 — owned  
 — hired  
 — non-owned

**REAL & PERSONAL PROPERTY**

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

EXCESS LIABILITY		Per Occurrence	Aggregate
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— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
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— * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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- 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



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

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**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.

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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 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.
6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/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 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.

**V. Contractor Performance Report**

The City 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 to this RFQ.

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## SECTION II - GENERAL CONDITIONS

### 1. Submission and Receipt of Proposals

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

### 2. Completion of Bid Forms

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

### 3. Electronic Signature

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

### 4. Prices to be Firm

Proposer certifies that prices, terms and conditions in the RFQ will be firm for acceptance for a period of ninety (90) days from the date of RFQ opening unless otherwise stated by the City. Proposals may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Proposals 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. Proposer must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this RFQ.

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

### 7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the Proposer, 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 Awarded Proposer, 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 Proposer 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 RFQ 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 Proposer 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 Proposer, the City reserves the right to procure the item(s) bid from other sources and will hold the Proposer 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 thirty-six(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 Proposer's request, be returned within thirty (30) days of RFQ award at Proposer'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**  
  
Proposer 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 Awarded Proposer 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 RFQ 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, Proposer 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 Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, 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 Proposer 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 Awarded Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
  21. **Qualifications/Inspection**  
  
Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Proposer's ability to perform. The General Services Director reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.
  22. **Anti-collusion Statement**  
  
By submitting this bid, the Proposer 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, Proposer agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Proposer. In submitting a bid to the City of Pompano Beach, the Proposer offers and agrees that if the bid is accepted, the Proposer 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 Proposer.
  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 proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. 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.		construction or repair of a public building or public work, may not submit proposals 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.
25.	Interpretations		
	Any questions concerning the conditions and specifications contained in this RFQ should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.	31.	Governing Procedures
			This RFQ 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.	Reserved
26.	Failure to Respond	33.	Invoicing/Payment
	If you elect not to bid, please use the no-bid feature of the eBid System.		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 Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
27.	Bid Tabulations		
	Tabulations are posted to the Purchasing page of the City's website. Proposers 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 Non-Awarded Proposers of contract awards.	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 RFQ, 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.
28.	Assignment		
	Successful Proposer 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 Awarded Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City the notice of termination to the Awarded Proposer 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.	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 RFQ for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
		36.	Notice To Contractor
			The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
		37.	Costs Incurred by Proposers
			All expenses associated with the preparation and/or presentation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer and shall not be reimbursed by the City.
30.	Public Entity Crimes	38.	Public Records
	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		

- 1) Any material submitted in response to this RFQ will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Proposer/Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;
  - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion

of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

#### **PUBLIC RECORDS CUSTODIAN**

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

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

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



## Contractor Performance Report

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

### 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:

[illegible]