



## Event Information

Number: T-43-20 Addendum 1  
Title: Emergency Rental of Tents and Canopies  
Type: Request for Proposals  
Issue Date: 9/23/2020  
Deadline: 10/26/2020 02:00 PM (ET)  
Notes: The City is seeking proposals from qualified firms to provide tent and canopy rental services to the City as described herein.


The City will receive sealed proposals until **2:00 p.m. (local), October 26, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the e B i d S y s t e m a s a p d f a t : <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all

required documents. A list of proposers will be read aloud in a public forum.

### **Contact Information**

Contact: Tammy Thompkins  
Address: Purchasing  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Fax: (954) 786-4168  
Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)



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

Jason R Wells

*Signature*

*Submitted at 10/26/2020 11:16:59 AM*

jasonwells@elitetent.com

*Email*

## **Requested Attachments**

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### **Solicitation Proposal**

Proposer\_Information\_Page\_Form Elite Tent Company.pdf

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.

## **Response Attachments**

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### **Section\_VII\_-\_Federal\_Supplement\_Provisions Signed 10-26-20.pdf**

Section VII - Federal Supplement Provisions

### **ETC Response City of Pompano RFP T-43-20 Emergency Rental of Tents and Canopies.pdf**

ETC Response for RFP T-43-20

### **Proposer\_Information\_Page\_Form Elite Tent Company.pdf**

Proposer Information Page

### **T-43-20\_Emergency\_Rental\_of\_Tents\_and\_Canopies\_10-26-20.pdf**

T-43-20 Emergency Rental of Tents and Canopies

### **General Inventory List.pdf**

General Additional Inventory Available

### **Proposer\_Information\_Page\_Form Elite Tent Company.pdf**

Proposer Info Page

## Bid Attributes

### Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

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 electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation 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.

### Drug-Free Workplace

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

### Conflict of Interest

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

### Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

### Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

# **ELITE TENT**

**C O M P A N Y**

2375 S.W. 58<sup>th</sup> Ave.  
West Park, FL 33023  
954-987-7908 P  
954-987-8178 F

October 26, 2020

RE: CITY OF POMPANO BEACH REQUEST FOR PROPOSALS  
T-43-20 EMERGENCY RENTAL OF TENTS AND CANOPIES

Submitted by: Elite Tent Company  
2375 SW 58<sup>th</sup> Avenue  
West Park, FL 33023

Contact: Jason R. Wells  
954-987-7908 (Office)  
954-654-9728 (Mobile)  
954-987-8178 (Fax)  
[jasonwells@elitetent.com](mailto:jasonwells@elitetent.com) or [elitetent@elitetent.com](mailto:elitetent@elitetent.com)

T-43-20 EMERGENCY RENTAL OF TENTS AND CANOPIES

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## T-43-20 EMERGENCY RENTAL OF TENTS AND CANOPIES

Letter of Transmittal:

The purpose of our submission is to provide requested tents and related equipment upon notification from the City of Pompano Beach following the City's enactment of an Emergency Management plan following or prior to a catastrophic emergency event. The mobilization to be within 24 hours of notification, weather and safety conditions permitting.

Elite Tent Company has been providing this service to the City of Pompano Beach, City of Ft. Lauderdale, City of Aventura, and Broward County Schools, and others since March 2020 as a result of the Covid-19 epidemic and potential tropical storms and hurricane forecasts.

Prior to the Covid-19 epidemic Elite has assisted with pre-post hurricane emergency takedown and installations, for Broward County Schools, FEMA, City of Sunny Isles Beach, and numerous private entities.

Contact:                Jason R. Wells, President  
                              954-987-7908 (Office)  
                              954-654-9728 (Mobile)  
                              954-987-8178 (Fax)  
                              [jasonwells@elitetent.com](mailto:jasonwells@elitetent.com)  
                              [elitetent@elitetent.com](mailto:elitetent@elitetent.com)

### T-43-20 EMERGENCY RENTAL OF TENTS AND CANOPIES

1. City shall contact Contractor for a quote for each event to include a full scope of work, including, but not limited to: labor, permits, insurance, taxes, overhead, profit, and if required engineered drawings as required by the City's Building Department. RFP requires that responders provide an hourly rate for installation services and a square footage rent fee rate.

#### RESPONSE:

- a. Labor shall be included in tent rental rate.
- b. Additional labor that may be required due to size of order, or rush conditions etc. shall be additionally included at \$25 per man, per hour.
- c. Insurance cost included in rental fee unless any specific required coverages incur additional cost. The "added" costs would be added to final invoice.
- d. Engineering drawings, provided by outside independent engineer, may take approximately 3 business days from confirmation of order/tent size.
- e. Engineering Fee's shall be \$350 for each different tent size, and added to invoice.
- f. A permit processing fee of \$350 shall be charged by Elite for each permit required to be filed.
- g. City issued Building Permit Fee's are unknown until permit is issued. These fee's will be paid by Elite Tent Company, and added as a reimbursement cost to the invoice.
- h. For all tent structures over 10'x20' in size the square foot price shall be:
  1. **\$1 per square foot per week** (when ordered by the week)
  2. **\$2.25 per square foot per month** (when ordered by the month)
  3. 10'x10's staked shall be \$125 per week or \$250 per month
  4. 10'x20's staked shall be \$200 per week or \$500 per month

2. Mobilization and install upon 24 hours of request.

#### RESPONSE:

- a. Following confirmation of order and site visit (when possible)
- b. If permitting required, this would need to be done simultaneously, as turn around of engineering drawings, and processing by Building Department is not within the control of Elite Tent Company.

3. The City requires, at a minimum, the following equipment:

a. Area 1: Two (2) Fifty (50) feet long by twenty (20) feet wide frame white tents Water Barrels for stabilization 3 RFP T-43-20

#### RESPONSE:

- a. (2)20'x50' Frame Tents w/ White Top and 10' Uprights
  1. Estimated Installation time 6-8 hours
  2. Weekly: \$1,000 each or \$2,000 for both
  3. Monthly: \$2,250 each or \$4,500 for both
  4. Water barrels presuming 1 per leg (subject to engineering approval) shall be invoiced on the initial invoice at \$25 each.



- a. 20'x50' Requires 12 at \$25 = \$300 or \$600 for (2) tents
- b. City of Pompano to provide water to fill barrels.

b. Area 2: One (1) One hundred and sixty (160) feet long by thirty (30) feet wide frame white tents Water Barrels for stabilization Ten (10) foot upright legs to increase height

RESPONSE:

- b. 30' x 160' Frame Tents w/ White Top and 10' Uprights
  5. Estimated Installation time 6-8 hours
  6. Weekly: \$4,800
  7. Monthly: \$10,800
  8. Water barrels presuming 1 per leg (subject to engineering approval) shall be invoiced on the initial invoice at \$25 each.
- c. 30'x160' Requires 38 at \$25 = \$300 or \$950
- d. City of Pompano to provide water to fill barrels.

c. Area 3: Miscellaneous: i. Ten (10) feet long by ten (10) feet wide frame white tents  
ii. Tent Siding, if requested iii. Air conditioning hook up, if requested iv. Fire Extinguishers with No Smoking Sign, in accordance to Fire Prevention Code v. Round Trip Transportation Fee vi. Fee for dismantle and install due to upcoming storm preparation

1. 10'x10's staked shall be \$125 per week or \$250 per month
  - a. 40' Solid Sidewall \$80 per week or \$120 for 1<sup>st</sup> month
2. 10'x20's staked shall be \$200 per week or \$500 per month
  - a. 60' Solid Sidewall \$120 per week or \$180 for 1<sup>st</sup> month
3. AC Unit (City to Provide Power) for 10x10 or 10x20 \$285 per week or \$600 per month.
4. 5lb. ABC Tagged Fire Extinguisher \$35 ea, (including No Smoking Sign) first invoice only.
5. Standard Delivery during regular hours for the 20x50's or 30'x160's would be \$200. For after hours or weekend additional fees may apply.
6. In event of storm a fee of \$1 p/s/f + \$200 RT Delivery to dismantle and reinstall.

4. All tents and canopies must be composed of flame-resistant material.

RESPONSE: All tents & sidewall have a flame certificate and are made from flame-resistant material.

5. During an Event occurrence, there may be a need for the City of Pompano Beach to access your business for products and/or services after normal business hours and/or holidays. For this purpose, Contractor must list a primary and secondary emergency contact name and phone number. It is critical contact information remains current.

Primary Contact: Jason R. Wells, President  
954-987-7908 (Office)

954-654-9728 (Mobile)  
[jasonwells@elitetent.com](mailto:jasonwells@elitetent.com)

Secondary Cntct: Leticia Roman – Admin. Assistant  
305-970-4872 (Mobile)  
[elitetent@elitetent.com](mailto:elitetent@elitetent.com)

ABILITY:

Elite Tent Company has been providing and maintaining the (2) 20x50's at the Aquatic Center and the 30'x160' Food distribution Center, and prior 40'x120' at Pompano Casino since April 2020. We have proven to be responsive to any weather related or other issues that have developed in a prompt manner to quickly address either storm issues, damage issues or otherwise. Our entire staff of full and part time employees, ranging from 10-15 people is dedicated to the needs of this project.

Additionally, Elite Tent Company has available a wide variety of tents from 5' wide up to 100' wide, temporary flooring, lighting, etc.

REFERENCES:

John Nigro (formerly of informa/Show Management 30yrs)  
Ft. Lauderdale International Boat Show  
-Install on land & water 100-125 tents from 10x20 to 100'x130'  
Miami Yacht & Brokerage Show  
-Install on land & water 30-40 tents from 10x20, 20x20, 20x40's  
Palm Beach International Boat Show  
-Install on land & water 100-125 tents from 10x20, 10x50, 20x20, 20x40 etc.  
954-214-1099  
[jmigroypi@gmail.com](mailto:jmigroypi@gmail.com)

City of Aventura – Kimberly Merchant  
Aventura Founders Day Event  
10x60's, 60'x70's, 10x20's  
305-336-2055  
[merchantk@cityofaventura.com](mailto:merchantk@cityofaventura.com)

City of Ft. Lauderdale Fire Department  
Covid-19 Testing 40'x80 & 40'x120'  
Joanne Lorber – Ft. Lauderdale Fire Department  
954-232-6679  
[JLorber@fortlauderdale.gov](mailto:JLorber@fortlauderdale.gov)

City of Pompano Beach  
Covid-19 Testing and Food Distribution (2)20x50 & 30'x160  
Kate Belcher 651-353-7717  
[Kate.Belcher@copbfl.com](mailto:Kate.Belcher@copbfl.com)

LITIGATION:

Elite Tent Company has had no litigation from performance issues during the past 5 years.

Very truly yours,

Elite Tent Company

A handwritten signature in black ink that reads "Jason R. Wells". The signature is written in a cursive, flowing style with a large, prominent "J" and "W".

Jason R. Wells



### FRAME TENTS

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory	
						Available for City Usage	Blocks/ Water Barrels Required
Frame Tent	10' x 10'	10	10	100		100	2 Blocks
Frame Tent	10' x 15'	10	15	150		10	4 Water Barrels
Frame Tent	10' x 20'	10	20	200		75	4 Water Barrels
Frame Tent	10' x 30'	10	30	300		10	6 Water Barrels
Frame Tent	10' x 40'	10	40	400		10	8 Water Barrels
Frame Tent	15' x 15'	15	15	225		10	4 Water Barrels
Frame Tent	15' x 20'	15	20	300		5	4 Water Barrels
Frame Tent	15' x 30'	15	30	450		5	6 Water Barrels
Frame Tent	20' x 20'	20	20	400		40	4 Water Barrels
Frame Tent	20' x 30'	20	30	600		20	6 Water Barrels
Frame Tent	20' x 40'	20	40	800		10	8 Water Barrels
Frame Tent	20' x 50'	20	50	1000		10	10 Water Barrels
Frame Tent	20' x 60'	20	60	1200		10	14 Water Barrels
Frame Tent	20' x 10 section	20	10	200		5	
Frame Tent	30' x 30'	30	30	900		15	8 Water Barrels
Frame Tent	30' x 40'	30	40	1200		15	10 Water Barrels
Frame Tent	30' x 60'	30	60	1800		15	16 Water Barrels
Frame Tent	40' x 40'	40	40	1600		5	14 Water Barrels
Frame Tent	40' x 60'	40	60	2400		5	18 Water Barrels
Frame Tent	40' x 80'	40	80	3200		4	24 Water Barrels
Frame Tent	40' x 100'	40	100	4000		4	28 Water Barrels

### Clear Span Structures

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory	
						Available for City Usage	
Clear Span Structure	20x20	20	20	400		10	
Clear Span Structure	20x30	20	30	600		10	
Clear Span Structure	20x40	20	40	800		10	
Clear Span Structure	20x50	20	50	1000		10	
Clear Span Structure	20x60	20	60	1200		10	
Clear Span Structure	20x80	20	80	1600		10	
Clear Span Structure	20x100	20	100	2000		5	
Clear Span Structure	30x30	30	30	900		10	
Clear Span Structure	30x40	30	40	1200		10	
Clear Span Structure	30x60	30	60	1800		10	
Clear Span Structure	30x80	30	80	2400		10	
Clear Span Structure	30x100	30	100	3000		5	
Clear Span Structure	40x40	40	40	1600		10	
Clear Span Structure	40x50	40	50	2000		10	
Clear Span Structure	40x60	40	60	2400		10	
Clear Span Structure	40x80	40	80	3200		10	
Clear Span Structure	40x100	40	100	4000		5	
Clear Span Structure	50x50	50	50	2500		10	
Clear Span Structure	50x66	50	66	3300		10	
Clear Span Structure	50x82	50	82	4100		10	
Clear Span Structure	50x100	50	100	5000		5	
Clear Span Structure	66x66	66	66	4356		10	
Clear Span Structure	66x82	66	82	5412		5	
Clear Span Structure	66x100	66	100	6600		5	
Clear Span Structure	82x82	82	82	6724		3	
Clear Span Structure	82x100	82	100	8200		2	
Clear Span Structure	100x100	100	100	10000		1	

Length's may be increased, depending on size in increments of 10' or 16"4"

Pricing to be based upon specific size & installation requirements of job.

if location cannot be staked, 48"x48"48" Water Ballast or concrete block may be required on each leg.

\*\* All Structures 50' Wide and larger require an all-terrain boom extension forklift at an estimated cost of \$2,700\*\*

## ACCESSORIES

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Chair	White Folding Chair				\$ -	1,000
Chair	White Folding Chair - Padded				\$ -	500
Table	8' Banquet Table	30"	8'		\$ -	300
Table	6' Banquet Table	30"	6'		\$ -	150
Table	60" Round Table	60"			\$ -	100
Table	36" Low Top Cocktail	36"			\$ -	50
Table	36" High Top Cocktail	36"			\$ -	50
Table	Umbrella Table	48"			\$ -	20
Linen	White Linen - 8' Banquet Table	90"	156"		\$ -	150
Linen	White Line - 60" Round Table	120"			\$ -	150
Tent Sidewall Frame Tent	Solid White	20'	8'	160	\$ -	200
Tent Sidewall Frame Tent	Solid White	20'	10'	200	\$ -	200
Tent Sidewall Clear Span	Solid White	3M	5M	15 s/m	\$ -	200
Lighting	Bistro String Lights	5"	48'		\$ -	10
Lighting	Construction String Lights	6"	50'		\$ -	10
Lighting	105W CFL Low bay Fixture	16"	16"		\$ -	20
Fan	20" Hanging Fan	20"			\$ -	25
Fan	20"-30" Pedestal Fan	20"			\$ -	10
Water Barrel	55 Gal Water Barrel	55Gal			\$ -	100
Water Ballast	48"x48"x48" Water Cube	48"	48"		\$ -	25
Concrete Block	Concrete Blocks	35lb			\$ -	250
Concrete Block	3000lb Concrete Ballast	3000lb			\$ -	20
Fire Extinguisher	5lb ABC Fire Extinguisher Tagged				\$ -	50
Flooring	Laydown Plywood Flooring	4'	8'	32	\$ -	1000
Dance Floor	Outdoor - Wood Look Vinyl			1	\$ -	\$1.20 per s/f
Dance Floor	Indoor - Parquet				\$ -	
Staging	4'x4' Stage Section	4'	4'	16	\$ -	100
Staging	Stage Step w/ Handrail	4'	adjustable		\$ -	4
Staging	Stage Skirt - Small				\$ -	unlimited
Staging	Stage Skirt - Large/Long				\$ -	unlimited
Barricades	French Barricades	44"	7'-8'		\$ -	1000
Barricades	Rope & Stancion		6'		\$ -	100
Fencing	Freestanding White Fence	40"	8		\$ -	25

## RESTROOMS

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Restroom Trailer	32' Restroom Trailer: 5 Stalls - Men: 1 Stall w/ 4 Urinals. Women: 4 Stalls. REQUIRES 2 30amp circuits w/i 15' & Water access w/i 50".	9'4"	32			4
Restroom Trailer	24' Platinum Restroom Trailer 3 Stalls - Men 1 & 2 Stalls Women REQUIRES 2 30amp circuits w/i 15' & Water access w/i 50".	9'4"	24			3
Restroom - Portable	Single Porta Potty	4	4			25

# Pole Tents

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	30' x 30'	30	30	900		20
Pole Tent	30' x 40'	30	40	1200		20
Pole Tent	30' x 45'	30	45	1350		20
Pole Tent	30' x 50'	30	50	1500		20
Pole Tent	30' x 55'	30	55	1650		10
Pole Tent	30' x 60'	30	60	1800		15
Pole Tent	30' x 65'	30	65	1950		10
Pole Tent	30' x 70'	30	70	2100		15
Pole Tent	30' x 75'	30	75	2250		10

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	40' x 40'	40	40	1600		20
Pole Tent	40' x 50'	40	50	2000		20
Pole Tent	40' x 60'	40	60	2400		20
Pole Tent	40' x 80'	40	80	3200		20
Pole Tent	40' x 100'	40	100	4000		10
Pole Tent	40' x 120'	40	120	4800		10
Pole Tent	40' x 20' section	40	20	800		20

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	50' x 70'	50	70	3500		3
Pole Tent	50' x 90'	50	90	4500		3
Pole Tent	50' x 110'	50	110	5500		2
Pole Tent	50' x 130'	50	130	6500		2
Pole Tent	50' x 150'	50	150	7500		1

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	60' x 60'	60	60	3600		10
Pole Tent	60' x 70'	60	70	4200		10
Pole Tent	60' x 80'	60	80	4800		10
Pole Tent	60' x 90'	60	90	5400		10
Pole Tent	60' x 100'	60	100	6000		10
Pole Tent	60' x 110'	60	110	6600		10
Pole Tent	60' x 120'	60	120	7200		10
Pole Tent	60' x 130'	60	130	7800		10
Pole Tent	60' x 140'	60	140	8400		10
Pole Tent	60' x 20'	60	20	1200		10

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	80' x 80'	80	80	6400		1
Pole Tent	80' x 110'	80	110	8800		1
Pole Tent	80' x 120'	80	120	9600		1
Pole Tent	80' x 160'	80	160	12800		1

\*\*REQUIRE Fork Lift Rental estimated \$2500\*\*

Item	Description	W Size (FT)	L Size (FT)	Sq. Ft	Cost Per Item	Quantity In Inventory Available for City Usage
Pole Tent	80' x 70'	80	70	5600		1
Pole Tent	80' x 100'	80	100	8000		1
Pole Tent	80' x 130'	80	130	10400		1
Pole Tent	80' x 160'	80	160	12800		1
Pole Tent	80' x 190'	80	190	15200		1

\*\*REQUIRE Fork Lift Rental estimated \$2500\*\*

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

**PROPOSER INFORMATION PAGE**

RFP T-43-20, T-43-20 EMERGENCY RENTAL OF TENTS AND CANOPIES  
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Jason R Wells Title President

Company (Legal Registered) Jacey Investments, LLC dba/ Elite Tent Company

Federal Tax Identification Number 20-5388408

Address 2375 SW 58th Avenue

City/State/Zip West Park, FL 33023

Telephone No. 954-987-7908 Fax No. 965-987-8178

Email Address jasonwells@elitetent.com or elitetent@elitetent.com

**COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II**  
**(SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS**  
**FUNDED IN WHOLE OR IN PART THROUGH ANY FEDERAL AWARD OR GRANT)**

The Successful Contractor shall be required to adhere to the requirements set forth in this Exhibit, which may be incorporated into the Contract resulting from T-43-20 (the "Bid"). References to "MUNICIPALITY" shall refer to the City of Pompano Beach, Florida, and references to "CONTRACTOR" shall refer to the Contractor awarded the Bid.

**CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING REQUIREMENTS:**

**I. EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR must comply with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with such requirements, during the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's



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commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. CONTRACTOR will include the provisions of subparagraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**II. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CONTRACTS IN EXCESS OF \$100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS)**

A. Overtime requirements. Neither CONTRACTOR or subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of

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\$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. MUNICIPALITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

### **III. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS**

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, FEMA, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

### **IV. ENERGY EFFICIENCY**

CONTRACTOR and each subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**V. SUSPENSION AND DEBARMENT**

Federal regulations restrict MUNICIPALITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) CONTRACTOR must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov and complete the Debarment Certification attached hereto. This certification is a material representation of fact relied upon by MUNICIPALITY. If it is later determined that CONTRACTOR failed to comply, in addition to remedies available to the Florida Division of Emergency Management and MUNICIPALITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**VI. CERTIFICATION REGARDING LOBBYING (CONTRACTS EXCEEDING \$100,000.00)**

Contractor must complete the required Lobbying Certification attached hereto. Each tier must also certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**VII. PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**VIII. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- A. CONTRACTOR agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

**IX. RETENTION OF RECORDS**

CONTRACTOR shall retain all required records for at least five years after MUNICIPALITY makes final payment and all other pending matters are closed.

**X. DHS SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**XI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund some of all of the services required under this Contract. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**XII. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the MUNICIPALITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract.

**XIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Contract.

**XIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- (1) Affirmative steps for the prime contractor to take regarding subcontractors must include:
- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (2) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

**XV. DAVIS-BACON ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)**

Contractor shall comply with the requirements of the Davis-Bacon Act as set forth in 29 C.F.R. §5.5. Contractor shall sign the Statement of Compliance (Davis-Bacon Act) form.

**XVI. COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)**

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."



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**BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

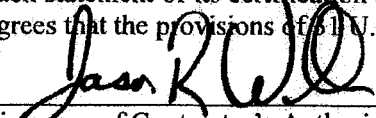
**To be submitted with each bid or offer exceeding \$100,000.00**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Elite Tent Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jason R Wells - President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

Date 10/26/20

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated October 26th, 20 20

Elite Tent Company  
Contractor

By Jason R Wells  
(Signature)

By Jason R Wells - President  
(Name and Title)

STATE OF ( )  
) SS.  
COUNTY OF ( )

The foregoing instrument was acknowledged before me this 26th day of October, 20 20 by Jason R Wells who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 26th day of October, 20 20.

(NOTARY SEAL)

Leticia Roman  
(Signature of person taking acknowledgment)

Leticia Roman  
(Print Name of officer taking acknowledgment)

Administrative Assistant  
(Title or rank)

My commission expires: 8/29/23

\_\_\_\_\_  
(Serial number, if any)

