



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
P-32-20**

**PLANNING AND DESIGN SERVICES FOR
RIVERSIDE DRIVE STREETScape
IMPROVEMENTS**

**RFQ OPENING: SEPTEMBER 17, 2020 2:00 PM
VIRTUAL ZOOM MEETING**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS
P-32-20

PLANNING AND DESIGN SERVICES FOR RIVERSIDE DRIVE STREETSCAPE
IMPROVEMENTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit qualifications and experience for consideration to provide engineering, architecture and landscape architectural services to the City for the following project:

Riverside Drive, from Atlantic Boulevard to NE 14th Street Causeway, Pompano Beach, FL 33062.

The City will receive sealed proposals until **2:00 P.M. (local), September 17, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City 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 virtually in a public forum.

Introduction

The City intends to issue a contract to one (1) professional engineering, architecture, and/or landscape architecture firm to provide professional consulting services to the City for the design, bidding, and construction phase services for the streetscape project listed above. The City intends to rank all proposals received and short-list one (1) firm. The number one ranked firm will be eligible to receive a contract for professional services. Should the City be unable to come to terms with the number one ranked firm, then the City may choose to start negotiations with the number two firm. Should the City be unable to come to terms with the number two firm, the City may choose to negotiate with the number three firm. If the City is unable to come to terms with any of the ranked firms, the City may choose to re-advertise and seek a new pool of applicants.

A. Scope of Services

The City intends to issue a single contract to an engineering, architecture, landscape architecture and land surveying-mapping firm to provide professional consulting services to the City for the design, bidding, and construction phase services to the City for the street in the localized project areas may receive roadway improvements; water, sewer, and drainage improvements including provisions to address sea level rise; signing and pavement markings; new landscaping and irrigation, new and/or upgraded sidewalks; and, installation of new lighting equipment. Other improvements may also be necessary and may be determined during the design process..

Upon successful competitive negotiations with the selected Construction Management Firm, an individual Construction Management at Risk contract will be developed for this project including a Guaranteed Maximum Price (GMP) and construction schedule. Construction shall not commence until Notice to Proceed (NTP) is issued by the City.

Based on the Guaranteed Maximum Price (GMP), the CITY may or may not proceed if the GMP is not acceptable to the CITY. The CITY reserves the right to discontinue negotiations with the top ranked firm without recourse or liability. Should the CITY choose to discontinue negotiations with the top ranked, the CITY reserves the right to initiate negotiations with the second ranked firm, and so on.

The Scope of Services may include, but is not limited, to the following:

- Prepare preliminary design reports, project schedules, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates. Identify any design restrictions resulting from lack of right-of-way or unusual roadway configurations. Confirm right-of-way availability to complete designs in accordance with desirable roadway cross-sections.
- Identify any tests that may be necessary to carry out a sound design including soils, concrete strength, permeability/percolation, density, potholing, etc.
- Prepare a detailed cost estimate at the 30%, 60% and 90% design intervals to confirm initial budget allocations and/or to seek City's advice before proceeding with final designs. The firm will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.
- Conduct presentations to elected officials, advisory boards, staff, and the public.
- Prepare all required bidding and construction documents for the projects. This will include preparing surveys, design plans, supplementary contract requirements, technical specifications, cost estimates, responses to requests for Information (RFIs).
- Prepare plans for review and approval by Development Review Committee (DRC); Planning and Zoning (P&Z); Architectural Appearance Committee (AAC); City's Building Department; Broward County Traffic Engineering; Broward County Water Resources; Florida Department of Health (HRS); Florida Department of Environmental Protection

(FDEP); Florida Department of Transportation (FDOT); and/or, any other government agency or City Department having jurisdiction or requiring plan review and approval.

- Attendance at City Commission, Advisory Committee meetings, pre-design, design, bidding and bid award meetings will be required.

Firms and/or any subconsultants must have previous experience in infrastructure projects, and must be licensed to practice Professional Engineering, Architecture, Landscape Architecture, Electrical Engineering, and Irrigation in the State of Florida.

PERMITTING/CONSTRUCTION ADMINISTRATION

Selected firm shall be responsible for all aspects of permitting and approvals except for specific requirements affecting the contractor(s). This section refers to preparation of permit applications and necessary plans (whether paper or electronic submittals), minimum number of site inspections, close-outs, construction progress meetings, change order's review, as-built plans, etc., as it may be deemed necessary for final project certification. The City, at its sole discretion, may choose to issue a contract for Construction Administration Services or carry out said activities with in-house Staff (i.e., own inspection services, etc.).

Firms must have previous municipal experience.

B. Tasks/Deliverables

Firms will provide plans at various intervals (30-60-90%) for City staff review. Firms will prepare 100% construction plans. Firms will assist during the permitting process and ensure RFIs are addressed in a timely fashion. Firms will provide onsite supervision on an as needed basis and as required for final project certification.

Tasks for Planning and Design for all Streetscape Improvements

Section 0001. Roadway

1.1 Prepare detailed designs for the cleaning and grubbing for the removal and replacement of existing sidewalk, curb and gutter, vegetation, pipes (limited) and drainage structures (limited.), maintenance of traffic plans (MOT),

1.2 Roadway work to include milling and resurfacing based upon Geotech Reporting. The City, at its sole discretion, may elect to re-build a roadway(s) if the Geotechnical report identifies structural deficiencies that may warrant reconstruction.

1.3 Provide design for new drainage system to consist of curb inlets/catch basins, pipes, and exfiltration trenches.

SECTION 0002 - WATER, SEWER AND RECLAIMED WATER UTILITY IMPROVEMENTS

2.1 Design water, sewer and reclaimed water system improvements based upon information

to be provided by the City Utilities. Design will require extensive coordination with Public Works, Utilities, Planning and Zoning (landscape) Departments' Staff.

SECTION 0003 - SIGNING AND MARKING

3.1 Design Signing and Marking for project area in full compliance with the Manual on Uniform Traffic Control; Devices (MUTCD) and/or Broward County Traffic Engineering and/or Florida Department of Transportation.

SECTION 0004 - LANDSCAPING AND STREETSCAPING

4.1 Prepare design for typical concrete sidewalks with planting bed pits with no special concrete sidewalk treatments or special edge/curbs or tree grates. The City, at its sole discretion, may elect to include treatments and/or tree grates depending on site conditions, width of sidewalks, ADA accessibility, etc. Design will require extensive coordination with Public Works, Nursery, Utilities, Planning and Zoning (landscape) Departments' Staff.

4.2 Prepare landscape design for medium size flowering street trees or medium end palms with combination of native/non-native plantings dependent on irrigation system. Important consideration will be given to future maintenance. Design will require extensive coordination with Public Works, Nursery, Utilities, Planning and Zoning (landscape) Departments' Staff. Other departments and/or government agencies may be involved in the review and selection process as well. Landscape architect, urban forester, and/or other qualified and licensed individual(s) will be required to select and tag trees and/or palms.

SECTION 0005 - LIGHTING

5.1 Design street lighting plan including the retention of existing street lighting and/or conversion of existing lighting equipment with City-adopted standards (i.e., FPL's Memphis, ATB2 or equivalent). Design will require extensive coordination with Public Works, Utilities, Planning and Zoning (landscape) Departments' Staff. In addition, firm may be tasked to coordinate any overhead conversion efforts and may be required to act as liaison to the Florida Power and Light, AT&T, Comcast and/or any other Public Services provider. This may include securing easements (if necessary), coordinating and attending design/field meetings, supervising and/or assisting contractor(s) during construction, etc.

SECTION 0006 – PERMITTING/CONSTRUCTION ADMINISTRATION

6.1 Selected firm shall be responsible for all aspects of permitting and approvals except for specific requirements affecting the contractor(s). This section refers to preparation of permit applications and necessary plans (whether paper or electronic submittals), minimum number of site inspections, close-outs, construction progress meetings, change order's review, as-built plans, etc., as it may be deemed necessary for final project certification. The City, at its sole discretion, may choose to issue a contract for Construction Administration Services or carry out said activities with in-house Staff (i.e., own inspection services, etc.).

Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission. The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City e. Litigation within the past 5 years arising out of firm's performance	0-35
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-30
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-5
4. Technical approach to perform the tasks described in the Scope of Services: a. Level of effort b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-25
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-5
Total	0-100

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

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the 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 firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

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 solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

SECTION II

A. 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.

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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 by selecting the Pompano Beach Business Directory in the

Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is 15% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

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

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

B. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size

exceeds 10 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Project Baseline Schedule (Design Phase)

The Consultant will create a detailed project baseline schedule using a Critical Path Method (CPM) approved by the City, demonstrating how the Consultant will meet the target date for completion of the Design Phase. The City currently uses Microsoft Project 2019 for this purpose. The Consultant will define major and/or critical project activities, including sufficient time for City, regulatory and permitting review. The Consultant will maintain the project schedule on a monthly basis. The monthly progress report and the updated project schedule will be submitted with the project invoice as part of the monthly request for payment.

At a minimum, the schedule will indicate the following:

- Project start date and finish date for each activity
- Each project task and subtask in the WBS with established relationships
- Milestones for each task

NTP, Meeting & Workshop Dates, Geotechnical, Survey, Utility Coordination, 30/60/90/100%, Specifications, Cost Estimate, Permit Review, City Review, Bid Package Signed & Sealed.

- Project submittal dates
- Submittal dates for each deliverable
- Physical percent complete for each activity in the WBS and percent complete by Phase

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the type of project described in the Narrative section of this RFQ. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project.

Name and Describe five (5) projects successfully completed by the firm within the past five (5) years that involved electrical engineering services for a water treatment facility. For each project, identify the project name, location, size, and completion date. Describe the nature of each project. Provide at least one reference for each project, including a contact name and telephone number.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

Respondent must provide at least one (1) LEED accredited professional on staff or as a consultant.

Submit the resume of the proposed lead engineer for design services. The lead engineer shall be a registered Professional Engineer in the State of Florida and should act as the Engineer of Record for the project design. The lead engineer shall have a minimum of 20 years of design experience for projects in South Florida. The lead engineer shall report to an office located in Broward County. The office location shall be clearly identified.

The lead engineer should have experience developing and implementing a Master Plan. Submit a copy of a reference Master Plan or sufficient information to confirm the lead engineer meets this qualification.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the

location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit E and include all certificates in your electronic submittal.

Broward County Municipal Transportation Surtax Projects

Goal Participation: The funding for this project is provided through the Broward County Municipal Transportation Surtax program administered by the Broward County Board of County Commissioners. Accordingly, the City of Pompano Beach requires compliance with the requirements of the Broward County program, which includes a provision that establishes a specific participation goal for small businesses who have been certified by Broward County Office of Economic and Small Business Development (OESBD) as a Broward County certified County Business Enterprises (CBE).

Per these requirements, this solicitation includes the goal of obtaining thirty percent (30%) of the total spend for this project from Broward County certified County Business Enterprises (CBE), through either 1) a CBE Prime Contractor, or 2) one or more CBE Sub-contractors, or through a combination of the two.

Local Preference Consideration: The City of Pompano Beach is responsive to our vendor community, and to Broward County businesses and small businesses who have been certified as a County Business Entity (CBE).As such, In accordance with City of Pompano Beach Ordinance 2018-46, entitled "Local Business Preference" shall also be applicable to this solicitation.

Vendors/firms must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section (see below) and submit all required forms and information as instructed.

- A. On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business

Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.

- B. The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project at 30 % based on the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the Municipality subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the Municipality will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms regarding CBE participation may result in the rejection of vendor's/firm's solicitation submittal.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of determination of the responsibility (or the Municipality's equivalent); of vendors/firms who should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the Municipality's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServiceIntent.pdf>
 2. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at
<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at:
<https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>

- F. If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:
1. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 3. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
 4. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the Municipality to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.
 5. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.
 6. Vendor/firm understands that the Municipality and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/firm must provide the Municipality with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the City of Pompano Beach horacio.danovich@copbfl.com and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>. Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality's payment of vendor/firm under the contract.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The 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.

Reviewed and Audited Financial Statements:

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

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

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

The 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.

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

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

C. Insurance Requirements

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver 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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. 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 CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the 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 PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000 \$2,000,000

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	

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	
—	CG2010	ongoing operations (or its' equivalent)
—	CG 2037	completed operations (or its' equivalent)
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

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

EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

- XX excess/umbrella bodily injury and property damage combined \$5,000,000 \$5,000,000
-

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

- XX professional liability \$1,000,000 \$1,000,000
-

(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement 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

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.

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER 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 to waive subrogation without an endorsement, then PROPOSER 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 PROPOSER enter into such an agreement on a pre-loss basis.

D. 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.

E. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner'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 his payees pursuant to the execution of the 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 this contract.

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

Owner'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. Owner'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 contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

F. Retention of Records and Right to Access

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 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

e. 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.

G. Communications

No negotiations, decisions, or actions shall be initiated or executed by the 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 communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

H. No Discrimination

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

I. Independent Contractor

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

J. Staff Assignment

The City of Pompano Beach 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.

K. Contract Terms

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

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

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

L. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

M. Survivorship Rights

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

N. Termination

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

O. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation 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 contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

P. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

Q. Conditions and Provisions

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

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

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

The City reserves the right to postpone or cancel this solicitation, 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 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.

R. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the 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 §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the 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 selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a

written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to 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 a proper invoice.

12. Public Records

- a. 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:
 - 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 Chapter 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, 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.
- 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 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**

S. Questions and Communication

All questions regarding the Solicitation 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 solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

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 addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

U. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.