



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-28-17**

**DEVELOPMENT & IMPLEMENTATION OF A CITYWIDE
CORPORATE MARKETING & SPONSORSHIP
PROGRAM**

**RFP OPENING: APRIL 7, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

March 9, 2017

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
L-28-17

DEVELOPMENT & IMPLEMENTATION OF A CITYWIDE CORPORATE MARKETING &
SPONSORSHIP PROGRAM

The City is seeking proposals from qualified firms to provide services related to the development and implementation of a citywide corporate marketing and sponsorship program.

The City will receive sealed proposals until **2:00 p.m. (local), April 7, 2017**. 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: www.pompanobeachfl.gov. 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. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

It is the goal of the City of Pompano Beach (the "City") to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the City in exchange for certain advertising, naming rights, marketing and/or promotional considerations granted by the City. The specific scope of services is enumerated in the *Scope of Services*, and is summarized below:

- Inventory existing and prospective marketing Assets;
- Create a Comprehensive Sponsorship Policy;
- Develop Strategic Plan for Marketing Assets; and
- Market Assets and negotiate contracts.

Prospective firms or principals must meet the following minimum experience requirements/qualifications in order to receive consideration:

Three (3) years experience and successful performance in developing and implementing a corporate marketing and/or sponsorship program, encompassing the scope of services being requested herein.

A corporate sponsorship is *the linking of complimentary corporate brands for mutual benefit* with business partners whose corporate missions are consistent with those of the City. For the business, the benefit is typically some form of advertising, public relations or facility naming rights. While the business gains financially by marketing advantage and/or customer loyalty enhancement, the advantage to the City is primarily financial. Corporations will pay the City for the ability to use or link with our City image and identity. These marketing programs rise from the natural partnerships between city governments and the local, regional and national businesses they host and interact with in the daily course of business. Corporate sponsorship programs have emerged as a financially viable, ethically appropriate and an aesthetically acceptable municipal financing tool.

The City of Pompano Beach is well positioned to implement this established model for generating additional revenue. Nearly all of the most important characteristics advertisers are willing to pay hundreds of thousands of dollars to associate their products with are present in the City of Pompano Beach. Located just north of Fort Lauderdale, in the heart of Florida's Gold Coast, the City is home to some of the warmest and clearest waters, welcoming golden fine sandy beaches and calming breezes. It's the perfect place for a beach vacation, with lots of fun and adventure. Over past years the City has embarked upon several public and public/private partnership projects which will only further the economic development and redevelopment activity in the City and serve as a magnet for residents and visitors alike. The City's public beach front serves as one of its pristine assets with the City's Community Redevelopment Agency investing \$12 million dollars in transforming its appearance over the past few years. This massive project served as the foundation for attracting private enterprise and over the next few years, several restaurants and retail shops are planned in proximity to the beach/pier area as the City has contracted with the private sector to significantly transform Pompano's beachfront. The City has also constructed a 600+ space parking garage in anticipation of increased demand for the area by residents and visitors alike. In addition, the City is in process of replacing its pier, which will add to the dynamics of the beachfront and pier area.

The City's Parks, Recreation and Cultural Arts Department has significant assets that could serve to enhance the revenue stream into the City by promoting certain advertising, marketing and/or promotional considerations. They include, but are not limited to the following:

1. Events, such as July 4th, Yuletide, Music Under the Stars, Movies Under the Stars all attract several thousands of people who regularly participate in these annual and/or monthly City sponsored and promoted events
2. Beach concessions include 100-200 beach umbrellas and associated equipment
3. Vending machines are located in a number of City facilities
4. Eighteen (18) tennis courts with sports lighting
5. Two (2) municipal Golf Courses - the Pines Course (already bears the Greg Norman) and the 18 hole Palms Course
6. The City is home to a number of municipal baseball, softball, football and soccer fields.

The City and the Pompano Beach Community Redevelopment Agency (the CRA) have further embarked upon a Cultural Arts movement. The CRA, with the opening of the Bailey Contemporary Arts (BaCa) and Ali Cultural Arts Center buildings, and the City with the revamping of its programming of the Amphitheater and the construction of a Cultural Arts Center across from City Hall (scheduled to open in April 2017), will stimulate Cultural Arts

awareness and further a movement to place Pompano Beach on the map as a Cultural Arts destination. The City's Tourism function has also been instrumental in defining Pompano Beach as an overall destination City and ***in December 2014, Pompano Beach was recognized by TripAdvisor as number five in the top ten up and coming Cities in the United States.*** For additional information on the City of Pompano Beach, please visit the following links:

<http://pompanobeachfl.gov>

http://pompanobeachfl.gov/index.php/pages/tourist_info/tourist_info

<http://pompanobeacharts.org/>

http://pompanobeachfl.gov/index.php/pages/cra_projects/projects

Developing and implementing successful Corporate Sponsorship Programs is a complex business. It requires inventorying City assets, determining the sponsorship marketing value of the assets, developing a sponsorship management policy, the actual marketing of the assets and negotiating sponsorship contracts. As such, the City determined that professional assistance was desirable and issued an RFP for these services.

The City fully recognizes that with all of its growing operating and capital funding needs, identifying alternative funding mechanisms to reduce the burden on general City revenues and minimize the tax burden to our residents is of paramount focus. The City needs to be more dynamic and proactive in establishing multiple funding streams to leverage against the General Fund's tax dollars and user fees.

1. Scope Of Services

A. GENERAL

It is the goal of the City to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the City in exchange for certain advertising, marketing and/or promotional considerations granted by the City.

This project will be divided in phases.

Phase I Activities:

1) Conducting an inventory of existing and prospective tangible and non-tangible marketing assets; 2) Developing a comprehensive sponsorship policy; and 3) Developing a strategic plan for marketing assets. All three (3) objectives are detailed below:

Objective 1: Inventory existing and prospective tangible and non-tangible marketing Assets. The inventory should include, but is not limited to:

1. On-site interviews of City department heads and other personnel as a planning step to understand the existing marketing and sponsorship activity level.
2. Examination of any current City asset management agreements, including, but not limited to:

- a. Beach/Pier Concessions;
 - b. Vending Machines;
 - c. Tennis Centers;
 - d. Amphitheater; and
 - e. Cultural Center
3. Examination of City marketing materials.
 4. Provide a deliverable list of product licensing opportunities for the City.
 5. Add/suggest to the City other sponsorship opportunities.
 6. Organize all data collected into a database (e.g., spreadsheet format or other user-friendly format). Examples of data collected are as follows:
 - a. Inventory Item Category (Advertising, Event, Preferred Vendor, Capital Project, Naming Rights, etc.);
 - b. Address/physical location, description, date added to the database, utilization statistics;
 - c. Pedestrian, vehicular, viewership or other relevant exposure data;
 - d. Marketing opportunity available (advertising, branding, promotion, etc.);
 - e. Rights available, date available, etc.;
 - f. Any sales history (to whom, what price, when, etc.);
 - g. Any known conflicts/limitations on selling;
 - h. Contact address, phone, fax and e-mail;
 - i. Terms (length, price, options to renew);
 - j. Rights granted;
 - k. Any encumbered reversionary rights;
 - l. Legal/policy limitations on rights;
 - m. Suggested pricing;
 - n. Assessment of the value range for assets;
 - o. Suggested/possible bundling opportunities with other assets;
 - p. Assessment of the degree of difficulty to obtain a sponsorship agreement;
 - q. Indication of priority

Objective 2: Create a Comprehensive Sponsorship Policy

1. Review current sponsorship acceptance procedures
2. Participate in and support process to match community/City Commission expectations and sensitivities to possible sponsorship opportunities. Specify the approach to be used to match the expected sponsorship opportunities with City Commission and community expectations.
3. How might the policy address or impact existing financial planning and economic development for the City?
4. Submit draft policy. Present/discuss developing policy as directed by City.
5. Identify any conflicts and/or limitations of the City regulatory codes vis-à-vis implementation of a corporate sponsorship program.

Objective 3: Develop Strategic Plan for Marketing Assets

1. Prioritize the database.
2. Develop a written strategy document.
3. Assess the City's potential and recommend process/policy to earn income from Product Licensing Agreements.

Phase II Activities

At its sole discretion, the City may:

- elect to terminate the corporate sponsorship program, or
- continue the program with the marketing of inventoried and valued assets with the vendor that performed work outlined in Phase I above, paying earned commissions to the vendor through that process.

Phase II will consist of marketing the City's assets, consisting of the following activities:

1. Develop sample rights packages for the marketplace;
2. Assist in the evaluation and development of sponsorship RFP's;
3. Prepare reports and presentations on the City's municipal marketing program, as directed by the City;
4. Assist in contract negotiations and drafting of agreements; and
5. Provide advice in implementing/managing sponsorships.

Minimum Experience/Qualifications' Requirements:

Prospective firms as defined below must meet the following minimum experience requirements/qualifications in order to receive consideration:

Three (3) years experience and successful performance in developing and implementing a corporate marketing and/or sponsorship program, encompassing scope of services requested herein.

Definitions:

The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

B. OUR CITY'S APPROACH

The City wishes to preserve flexibility for itself in entering into a corporate sponsorship marketing program. Accordingly, we will adhere to the following sequence.

Phase I: A vendor selected through this RFP process will:

- perform the marketing asset inventory of tangible and non-tangible assets (a deliverable)
- assign values to the inventoried assets (a deliverable)
- assist the City in writing corporate sponsorship policy (a deliverable)
- develop an asset marketing plan (a deliverable)

Phase II: It is the City's preference to pay the vendor for Phase I deliverables numerated above through commissions the vendor may earn consummating corporate sponsorships in Phase II. Please propose a fee structure that meets that objective, or present an alternative. At its sole discretion, the City may:

- elect to terminate the corporate sponsorship program, or
- continue the program with the marketing of inventoried and valued assets with the vendor that performed work outlined in Phase I above, paying earned commissions to the vendor through that process.

2. **Term of Contract**

Phase 1 of the contract shall be for a one (1) year period. Phase II of the contract shall be for a four (4) year period.

3. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

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 encouraged to participate in the City of Pompano Beach's voluntary 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. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide 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.

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.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit E, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit F, for all participating SBE firms. Submit Exhibit G listing SBE firms that were solicited but not selected. Submit Exhibit H explaining your firm's good faith efforts to include certified SBE firms on this contract.

For the purpose of eligibility the City of Pompano Beach will accept those SBE's currently certified/registered by the State of Florida, Broward County Government and/or others with similar certification criteria. A copy of the certificate for each

SBE listed on the SBE Participation Form (Exhibit “E”) must be included with your proposal.

5. Required Proposal Submittal

Submission/Format Requirements

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 100 MB. If the file size exceeds 100 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.

City Forms:

The RFP Proposer Information Page Form and any other required forms **must** be completed and submitted electronically through the City’s eBid System. Proposer must include all RFP forms and pages as part of their electronic proposal, including the completed Local Business program forms Exhibits A- D, and the completed Small Business Enterprise (SBE) program forms, Exhibits E – H.

1. Proposal Points to Address

Proposer must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed nonresponsive.

- Executive Summary/Introduction Letter relative to the experience and qualifications of the firm. Briefly state the Proposer’s understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers.
- Respondents must provide documentation which demonstrates their ability to satisfy all of the RFP requirements.
- Client references. List any state, local government or related significant client references (name, title, company, address, telephone, e-mail and fax number), services provided and year(s) services provided.

- Experience, qualifications, performance and overall national stature of the firm, and experience and specifically as it relates to representing state or local government agencies.
- Experience and qualifications of the proposer's project team and resumes outlining experience and education record of individuals who would be instrumental in conducting the Marketing Asset Inventory, writing the Sponsorship Policy, developing a Strategic Plan for marketing the City's assets and in activating the Strategic Plan. Specifically, provide the following information:
 - a. Project Team Leader.
 - b. Project Team Members and the responsibility of each member.
 - c. Has your proposed team ever worked together? If so, on how many projects, or for how long?
 - d. Office location of team members
- Provide your methodology/approach in developing the following deliverables for the City of Pompano Beach:
 - a. A Marketing Asset Inventory;
 - b. A Strategic Plan for implementing the Marketing Asset Inventory; and
 - c. A Policy/Guideline for implementing and executing a corporate sponsorship program.
- Provide your approach/methodology in developing product licensing/marketing opportunities for the City of Pompano Beach.
- The City has recently constructed a 609 space pier parking garage (http://pompanobeachfl.gov/index.php/pages/cra_projects_pier_parking/pier_parking). Discuss how you believe the City might leverage this asset to generate revenue opportunities. Proposers may also chose to discuss other potential opportunities in their proposal based on background information reviewed about the City.
- Selected as one of the best outdoor venues in Broward County, the Pompano Beach Amphitheater has become the City's entertainment jewel. With seating capacity of 2,894, the facility offers a large yet intimate atmosphere. The Amphitheater contains a covered stage, backstage facilities, ticket windows, restrooms and concession areas for patrons. Please describe how you believe the City might derive sponsorship opportunities from this venue.
- Provide evidence (back-up documentation) of successful experience of your firm in working with private sector, or state or local government agencies in the Corporate Sponsorship field; include partner relationships, values of contracts, terms of contracts, etc.
- Describe any beneficial corporate relationships you may have and how you would utilize your corporate relationships to generate additional

funding and/or generate additional tourism or generally to the benefit of Pompano Beach.

- Describe how effectively the proposal maximizes the sponsorship return to the City, while being sensitive to the community and Commission preferences and priorities, particularly discussing in your experience potential obstacles to overcome in implementing a successful program and how those obstacles might be overcome.
- Discuss how you plan to maximize the revenue that is returned to the City.
- Describe the extent to which the proposal integrates and supports related major City goals for Economic Development, Tourism, Cultural Affairs and Parks & Recreation.
- Provide vision and outcomes for a City of Pompano Beach corporate sponsorship program.
- Include amount of time proposer actually intends to spend in the City of Pompano Beach researching, interviewing and preparing the deliverables, and more generally, in "servicing the account."

- 2. Fees and/or Fee Structure:** Fees and/or Fee Structure are required to be submitted with your proposal. Please provide a separate fee schedule/fee structure for Phase 1 and Phase 2. Fees and/or fee structure will be negotiated with the top-ranked firm, and if the City is unsuccessful in negotiating with the top-ranked firm, negotiations will commence with the second-ranked firm.

6. Insurance

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

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach 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.

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:

Minimum \$1,00,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form
XX premises - operations
— explosion & collapse
hazard

bodily injury and property damage
bodily injury and property damage

<input type="checkbox"/>	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	
<input type="checkbox"/>	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

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

- (3) If Professional Liability insurance is required, Proposer agrees the indemnification and hold harmless provisions 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.

- 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.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

7. 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.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
<p>1. Experience and Qualifications of the Firm and Project Team: Experience and qualifications of the firm in successfully developing and implementing corporate marketing and/or sponsorship programs. Firms with experience in providing corporate sponsorship program services to governmental entities to include but not limited to state or local governments, school districts, universities or colleges may receive a higher score than those firms whose experience is solely with the private sector. Experience and qualifications of the proposer's project team members – especially as they relate to governmental entities corporate sponsorship programs - who will be instrumental in conducting the Marketing Asset Inventory, writing the Sponsorship Policy, developing a Strategic Plan for marketing the City's assets and in activating the Strategic Plan.</p>	0-40
<p>2. Approach to Executing the Scope of Work & Methodology: How effectively the proposal fully describes the planned approach to executing the requested scoped items for Phase I and Phase II, as well as responsiveness to describing potential approach for maximizing opportunities for the Pier Parking Garage and the Amphitheater.</p>	0-35
<p>3. Community/City Commission Sensitivity How effectively the proposal maximizes the sponsorship return to the City, while being sensitive to typical community and City Commission preferences and priorities.</p>	0-25
Total	0-100

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 RFP, 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.

8. 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.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. 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.

11. 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.

12. 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.

13. 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.

14. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFP 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.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, 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.

16. Survivorship Rights

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

17. Termination

The contract resulting from this RFP 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 RFP 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.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP 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 RFP 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.

19. Acceptance Period

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

20. RFP 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 RFP 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 RFP. Failure to do so may result in disqualification of the proposal.

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

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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 RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. 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.

j. 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.

k. 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.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. 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**

22. Questions and Communication

All questions regarding the RFP 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 RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. 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 RFP 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 RFP solicitation in the eBid System.

24. 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.

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(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) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables):

Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

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

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

Ratings completed by (print name)

Ratings completed by signature

Date _____

Department Head (print name)

Department Head Signature

Date _____

Vendor Representative (print name)

Contractor Representative Signature

Date _____

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

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

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?
____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.
4. Did you advertise in local publications?
____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.
5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____
8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: _____ Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "E"

RFP L-28-17

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid which was not the low responsible bid

_____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H"

RFP # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

☐ Yes ☐ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☐ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

SBE EXHIBIT "H" – Page 2

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.