



City of Dania Beach
Procurement Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Request for Quote- Light Pole Banner Installation

The City of Dania Beach is soliciting formal quotes for the items identified on the quote form accompanying this document. Request for Quote submittals must be submitted on this form only and received through DemandStar or emailed directly to procurement@daniabeachfl.gov for consideration.

Posting date: Friday, March 17, 2024

Due date: Friday, March 24, 2023 at 5:00pm

General Information

1. **PRICE QUOTES:** Prices quoted shall include the cost of all labor, equipment, materials, insurance, transportation, and other cost to perform work described herein.
2. **SUBMISSION REQUIREMENTS:** Even if item being quoted on is “as specified”, vendor must identify brand/manufacturer specified and (if applicable) model number. Failure to do so may result in that particular quoted item as “not specified”. All quotes submitted must have complete specifications; failure to do so may be cause for rejection of quote.
3. **BASIS AWARD:** Quote to be awarded on an “item by item” basis to lowest priced responsive/responsible vendor.
4. **LATE QUOTES:** Quotes received after the due date and time will not be accepted. The City Commission of the City of Dania Beach reserves the right to reject any and all quotes, to waive any informality in a quote and to make an award in the best interests of the City.
5. **INVOICING AND PAYMENT:** Vendor must issue a separate invoice for each shipment. Invoice is to be issued upon delivery only, not before. Payment terms are Net 30 upon receipt of a proper invoice. The City is tax exempt and does not pay state/local taxes or interest or late fees. Payments shall be made only for actual quantities furnished by Vendor upon order from the City.
6. **WARRANTY:** Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not second hand, of good quality and free from defects whether latent or patent in material or workmanship.
7. **PAYMENT:** Vendor agrees that payment will be made subject to “Local Government Prompt Payment Act”, Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a “Current Vendor Application” shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

SCOPE OF WORK

The City of Dania Beach is seeking price quotation for light pole banners to be installed on 125 light poles throughout the City that will provide pride to the community, add color and excitement to the City's streetscape.

BANNER CONSTRUCTION SPECIFICATION

- Banner size must be 36" x 84" (3 feet wide by 7 feet high)
- All banners shall be made of sixteen (16) ounce heavy duty vinyl or approved equal.
- Banners shall be printed with 4-color process, 360 dpi outdoor heavy ink coverage and bleed resistant technology with 3-inch double stitch pocket at top and bottom and metal grommets in corners for fastening to brackets for added security.
- Banners will be printed on both sides.
- The Contractor shall provide shop drawings and details for method of installation of banners to pole.
- The Contractor shall provide single pole banner installation hardware, including metal tie wraps and brackets.
- The banner installation and materials must be approved by the City or designated representative prior to installation.
- The artwork will be provided by the City. The City may request a banner sample which should be the same quality as the finished product.

INSTALLATION AND REMOVAL

- The Contractor shall be responsible for obtaining and paying for any and all permits and/or fees required by any City, County or State permitting authority for the installation of banners.
- Any fees shall be a direct pass-through cost and will be reimbursed by the City.
- The Contractor shall be responsible for the installation and removal of approved banners.
- The Contractor shall ensure that all permits are submitted at least two (2) weeks before installation.
- The Contractor must coordinate with the City of Dania Beach Public Services Department for the location, and schedule for the installation.
- The Contractor will sort, supply, deliver and install the banners. The banners shall be installed in a professional manner only at approved locations.
- Banners will be changed periodically to reflect the season or a holiday. The schedule for seasonal changes will be managed by the Public Services Department.

HURRICANE SEASON (JUNE 1- NOV 30): A Hurricane Watch is a warning which indicates that hurricane conditions, including winds of 74 mph (64 knots) or higher are expected. When a watch is announced, hurricane conditions are expected within 36 hours.

OSHA Rules prohibits the use of Ariel buckets 15 feet above ground level when sustained winds speeds are in excess of 30 mph. Due to OSHA regulations if light pole banners are required to be removed in the face of a potential hurricane the Contractor may be requested to remove banners. Such requests will be made **no later than 72 hours in advance of the issuance of a Hurricane Watch.**

The contractor is not expected to bear the replacement cost of banners damaged by storm force winds or other "Acts of God".

MAINTENANCE: Contractor shall provide general inspections, or as needed, or per City's request. Contractor shall provide repair or replacements within 48 hours of identification or notification of damage caused by vandalism, an act of God or a display failure and replacement of banners that are defective, torn, worn, or frayed. Broken brackets will be replaced, and contractor shall dispose of defective brackets and/or banners in a legal and environmental safely manner.

PERFORMANCE: The Contractor shall be fully responsible for the performance of their company and completion of all work as outlined in these specifications. The Contractor shall employ sound MOT practices and methods standard in the industry when installing or removing banners. Supervision of personnel shall be conducted in a competent and professional manner and is the sole responsibility of the Contractor.

Any damage to the road, brick pavers, curbing, facilities, services, utilities, irrigation system, street furniture, tree stakes or straps, vegetation, light pole, banner arms, etc., caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City. Failure to restore said property within five (5) working days following notification will result in a deduction from the next invoice of expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible for injury to persons caused by the operation of equipment.

INSURANCE REQUIREMENTS: The Contractor shall not commence Work under the contract until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME

EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.

Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply "Per Job";
- b. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor's insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**

B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

"Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S

KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

QUOTE FORM

Description	Quantity	Unit Price (Each)	Total Price
Installation and Replacement (Swap-out) of Light Pole Banners	125	\$ _____	\$ _____

In compliance with this quote and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this quote is accepted to furnish any or all of the items herein at the prices, terms and delivery stated.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax Number: _____

Company Email Address: _____

AUTHORIZED SIGNATURE:

Authorized Agent Signature

Authorized Agent Name (Printed)

Title

Date