



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-65-12**

HISTORIC SITES SURVEY

**RFP OPENING: AUGUST 30, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

August 2, 2012

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
H-65-12
HISTORIC SITES SURVEY

The City is seeking proposals from qualified firms to provide consulting services to the City for the preparation of a survey of historic resources within the City.

The City will receive sealed proposals until 2:00 p.m. (local), August 30, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. Overview

The City of Pompano Beach Development Services Department is seeking proposals from qualified firms to prepare a survey of historic resources within the Downtown Pompano Transit-Oriented Corridor (DPTOC) and Citywide. The firm shall also prioritize the historic resources and conduct intensive level surveys for the City's most significant resources. The survey will serve as the basis for the City to nominate various buildings, structures, sites and/or objects and districts for possible designation on the Local Register of Historic Places and/or National Register of Historic Places. All existing Florida Master Site Files (FMSF) shall also be updated as part of this project.

Background

Incorporated in 1908, the City of Pompano Beach is a young city in the contemporary sense. The City is believed to have been first inhabited by ancestors of the Tequesta Indians as early as 500-750 AD during the prehistoric Glades I period. Remnants of this era can be found in the City's Indian Mound, one of the oldest remaining such Indian mounds in South Florida.

In the contemporary sense, after the early arrival of the first White settlers in the late 1880-1890s, the City began to then develop in the early 20th-century as an agricultural town after the arrival of Henry Flagler's Florida East Coast Railway. As the population grew in the greater Miami area, so did Pompano Beach's and the City saw rapid growth in the mid 20th-century. Today, the City has a population of about 100,000, with architecture around the City that dates primarily to the post-World War II era. The oldest parts of the City are those in and around the historic Old Pompano area, centered on the location of the original train station at Atlantic Boulevard and Dixie Highway.

The city last commissioned a historic sites survey in August of 1992. This survey was funded by the City with a matching grant from the Florida Division of Historical Preservation. The survey collaborated with the City Commission, the Pompano Beach Historical Society, the Broward County Historical Commission and other citizen groups. An earlier historical survey, the 1982-1984 Historic Broward County Preservation survey undertaken by Marlyn Kemper, included research in Pompano Beach. In the two decades since the 1992 survey, significant change in the City's urban fabric has occurred and the City would like to update the original survey.

Phasing

The survey would be completed in two phases. The applicant shall provide two cost estimates and scopes for this historic sites survey. The first cost estimate and scope shall correspond to Phase I of this historic sites survey. Phase I is fully funded, though the schedule may be dictated by the funding schedules associated with the grant. The second cost estimate and scope shall correspond to Phase II. The final contract will be determined based on available funding.

Phase I

The first phase would survey the Downtown Pompano Transit-Oriented Corridor, or DPTOC, which encompasses Old Pompano. The boundaries of the DPTOC are roughly, NW 6th Street and NE 10th Street to the north, I-95 to the west, Atlantic Boulevard to the south and NE 5th Avenue to the east. A primary focus of this phase is the history in the TOC west of Dixie Highway. Important themes, groups, patterns, events, persons, architectural types, styles, and cultural values should be documented.

Using Broward County Property Appraiser data, staff estimates there are approximately 145 properties in the DPTOC that are 50 years of age or older. There are 101 existing FMSF in this area, of which staff believes 43 have been demolished. Staff will provide these listings.

Phase II

The second phase is a Citywide historic site survey.

Using Broward County Property Appraiser data, staff estimates there are approximately 10,000* properties City-wide greater than 50 years of age. There are 231* FSMF City-wide, of which staff believes 91* have been demolished. Staff will provide these listings.

* Number includes those properties in the DPTOC.

2. Scope of Work

The City of Pompano Beach is seeking proposals from qualified professionals to identify and inventory all historic structures and archaeological sites located within the City. The survey will be completed geographically by quadrant or logical neighborhoods beginning in Old Pompano. The Consultant selected will coordinate efforts with the Historical Preservation Committee and Development Services staff to complete the inventory and produce a survey report. The following are tasks that the Consultant shall complete, in addition to the final deliverables, as part of this survey.

Task 1: Project Kick-Off

Meet with staff to discuss process and methodology. A methodology must be developed at the earliest stage of the survey. This methodology should outline what is currently known about the survey area, as well as how the work will be undertaken for both archival and field research.

The Consultant will use the existing data and very preliminary analysis to narrow down the list of properties to receive a basic survey to approximately 1,000 potential resources. Consultant is to propose a methodology for narrowing down the list of historic properties by identifying large subdivisions that were developed at the same time, so that a FMSF can be filed for an entire neighborhood. The Consultant shall also examine other available resources to determine if there are potentially historic resources that may not be included in the BCPA or existing FMSF data.

If a neighborhood such as a large subdivision was constructed at the same time, with similarly-designed homes, the Consultant would not need to survey each property. Rather, a series of example inventories of different housing typologies in each neighborhood may be all that is needed.

Task 2: Field Survey and FSMF Preparation

Consultant shall survey the agreed upon historic resources and complete/update FMSF forms. A visual inspection will be made of each property to obtain the architectural information required for completion of the inventory form.

Consultant shall identify a standardized method to evaluate properties and complete the FSMF. All forms shall be completed in a standardized fashion. Information is to be entered in a way that the data can be easily transferred to a manageable database (see Deliverable #2). Ability to produce and edit these forms digitally will aid in the success of the historic sites survey. These two survey types would be standardized to fit a varied typology of historic sites.

At minimum, the information will include property address, BCPA folio number, building type, architectural style, building and roofing materials, date of construction, and any evidence of alterations and additions. Short descriptions of the building's current conditions and a preliminary assessment of the property's significance will be conducted. If the property is determined to be significant and to be considered for the Local and/ or National Register, a more detailed inventory will be conducted in a later phase of this scope.

Task 3: Public Meetings

Two public meetings will be conducted to gain a better understanding of the community's historic priorities and to better understand the dynamics, history and heritage of local residents. These meetings will allow Staff and Consultant to better understand the history of Pompano Beach and to identify sites important to local residents that may have otherwise been overlooked.

Task 4: Detailed Surveys

Staff and the Consultant are to agree upon the 50 most significant resources City-wide (or 20 if survey is limited to DPTOC). Detailed surveys and/ or archival research should be completed for the agreed upon properties. The intent of this task is to develop a sufficient amount of information to nominate the resources for the Local Register of Historic Places. The intent of this tasks *is not* to fully complete the nomination forms.

Task 5: Literature/Archival Research and Update

The Consultant would review archival collections of federal, state and local historical organizations for relevant materials. The Consultant would confer with the Pompano Beach Historical Society, Historical Preservation Committee, Development Services Department, Broward County Historical Commission, Florida Division of Historical Resources and other local volunteer and citizen organizations throughout the process. Utilizing these collections, the Consultant shall update the Citywide narrative in the 1992 survey. If funding is only available to proceed with Phase I, the narrative should focus on the history in the DPTOC west of Dixie Highway. Important themes, groups, patterns, events, persons, architectural types, styles, and cultural values should be documented.

Task 6: Maps

Historically significant properties will then be mapped out on a Citywide map indicating all historic properties. These maps will be produced by City Staff using GIS data provided by the Consultant. These maps would be included in the completed final report.

Task 7: Oral Histories (Dependent upon funding)

Consultant will interview up to 30 local residents and community members to document history through the use of video. It is envisioned short videos and stories will be shown in community centers at a later date.

3. Qualification Requirements

The project requires an architect, historian, historic preservationist, architectural historian or other closely related field, as approved by the Development Services Department who meets the following professional qualifications standards.

- Significant years of experience working in one of the above mentioned fields.
- Experience is preferred in any of the following fields: archaeology, architecture, construction, design, history, historic preservation, project management and/or surveying.
- Experience completing Florida Master Site File Forms
- Familiarity with the Florida Division of Historic Preservation's Cultural Resources Management Standards and Operational Manual
- Knowledgeable on American and Florida history, particularly knowledgeable in local South Florida history and its unique architectural and development history.
- Demonstrated ability to meet deadlines, stay within budget, coordinate amongst local volunteers and organizations, and report to the Historic Preservation Committee and staff at the Development Services Department.
- Knowledgeable in Microsoft Word and Excel, Adobe Acrobat, GIS, digital photography

4. Project Deliverables

The City of Pompano Beach shall receive copies of all materials produced in connection with the survey. The survey report shall at a minimum include the items listed below, which shall be provided in electronic format as well as with three bound paper copies. The bound copies shall be in a format that can be easily reproduced in-house.

Deliverable 1: Completed final report

1. Introduction.
2. Methodology.
3. Historic and architectural overview of the survey area, relating to the history of Pompano Beach and to the resources surveyed.*
4. Index of all inventoried buildings and sites.
5. Digital file of all photographs; each clearly identified.
6. Historic sites inventory forms for all surveyed properties, including photos of inventoried resources, completed on the provided electronic inventory forms. For form requirements see above under "Task 2: Form Preparation."
7. Recommendations for Local and/or National Register of Historic Places designation.
8. Bibliography.

*The Consultant would update the narrative in the 1992 survey and include this text in the completed final report. The Consultant would develop a historical context statement for the larger neighborhoods on Pompano Beach.

Deliverable 2: Digital data/Inventory forms

Staff anticipates approximately 1,000 FMSF will be completed. Data collected for the FMSF should be stored and archived in a digital format. The survey team should work with City Staff to design an appropriate digital format. Databases will likely be completed in Microsoft Access, with spreadsheets that can be exported into Microsoft Excel.

The advantage of digital databases is the ability to store, sort, and analyze a large amount of data. In addition, the database should be compatible with ArcView GIS, so that survey maps can be generated and analyzed for trends or themes. City Staff will produce and provide these maps for publication in the completed final report of this survey. Prior to completing field work, the City will decide the design and format of the database.

Deliverable 3: Photography

Each property will be photographed using a high-resolution digital camera with a minimum quality of around 10-15 megapixels. One direct front view from the street will be taken of each resource over fifty years old. If a neighborhood such as a large subdivision was constructed at the same time, with similarly-designed homes, the Consultant would not need to survey each property. Rather, a series of example inventories of different housing typologies in each neighborhood may be all that is needed.

Additional photos of each property will be taken if the survey team finds it necessary to show additional significant character-defining features or contributing outbuildings. Each photograph will be digitally cataloged and saved in its high-resolution, unaltered, and full, uncropped size according to property address in the following manner: BCPAFOLIONUMBER_PROPERTYADDRESS.jpg, or for example, 484235000010_1190NE3AV.jpg. All street names will be labeled according to Staff's direction. All digital copies of the photographs will be submitted as part of the survey, and become property of the City of Pompano Beach.

Deliverable 4: Public meetings

The Consultant would engage in public meetings with the City Commission, Development Services Staff and the local community. One presentation will be given to the Historic Preservation Committee at the beginning and conclusion of the project. One presentation will be given to the City Commission upon completion of the project. In addition, two public meetings will be held for the local community in the beginning and midway stages of the survey. *(See Task 3 above for more information)*

Deliverable 5: FMSF

The Consultant shall prepare and update all existing and new Florida Master Site File (FMSF) forms. This includes the 231 existing FMSF in the City of Pompano Beach and all new FMSF that the Consultant and City Staff find appropriate to be added to the FMSF. *(See Task 2 above for more information)*

Deliverable 6: Oral Histories (Optional)

Consultant shall deliver video clips and/or written documentation of interviews. Consultant will interview up to 30 local residents and community members to document history through the use of video. It is envisioned short videos and stories will be shown in community centers at a later date.

These interviews will be done during the required public meetings and throughout the survey process as the Consultant engages with the local community. The recording of oral history is an important element to the surveying of the history of Pompano Beach. *(See Task 7 above for more information)*

5. Project Fee

The first Phase, which surveys the Downtown Pompano Transit-Oriented Corridor or DPTOC, is budgeted and can be undertaken immediately. The second Phase, which surveys the rest of the City, is dependent upon future potential grants and funding. The Oral Histories task is optional, dependent upon receipt of funding.

Provide a lump-sum price for each Phase, and for the Oral Histories task. Contract price shall include labor, materials, travel, equipment and all items necessary to perform a historic sites survey as detailed in the specifications.

Award may be for one or both phases and optional task.

6. **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.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

7. **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://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

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

8. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and nine (9) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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 tabs or dividers between the sections:

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.

- a. *Cover Letter of Interest.* A letter of transmittal which clearly indicates the *single contact* (principal-in-charge), mailing address, telephone and facsimile numbers, and e-mail address.
- b. *Statement of Skills and Experience of the Project Team Members.* Description of the make-up of the Consultant team. Include names of key personnel to be assigned to the project, their role on the project, their titles, experience, and period of service with the team. Indicate the expected contribution of each of these individuals as a percentage of the total effort. Include each individual's experience with completing similar projects. Include major sub consultants. Include an organizational chart showing the relationship of the team with the team project manager and with City personnel. Include résumés of key personnel (limit of one page per person.)
- c. *Statement of Skills and Experience of the Project Team.* Skills and experience of the Project Team must be included as indicated above. Using a maximum of three pages, describe the experience of the entire project team as it relates to this type of project. 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 specific projects where the team members have performed similar projects.
- d. *Proposed Project Approach.* Provide a description of the Consultant's proposed approach to the project as described in the Scope of Work. Describe the methods, approach and project schedule to complete the project. Describe how the work will be completed in an effective, timely, economical and professional manner.
- e. *Project and Team Coordination.* Describe how the project will be organized, both within the Consultant team and how the team will coordinate with the City Staff.

- f. *Digital Tools and Data.* Describe how digital tools and data will be used to complete the project.
- g. *Office Description.* Provide the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location, together with the location of office(s) of both prime and 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 location.
- h. *Historic Preservation Experience.* References for past municipal historic preservation projects in the tri-county area, (Broward, Palm Beach, and Miami-Dade) or other similar urbanized areas within the State of Florida.
- i. *City Forms:* The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

9. 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.

The following insurance coverage shall be required.

- 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). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE			
* Policy to be written on a claims incurred basis			
XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse		
	hazard	property damage	
—	underground hazard		
—	products/completed		
	operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property	combined	
	damage		
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

		bodily injury	
		(each person)	
		bodily injury	
XX	comprehensive form	(each accident)	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage	
		combined	

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

—	umbrella form	bodily injury and		
	other than umbrella	property damage		
		combined	\$2,000,000.	\$2,000,000.
XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City, and the City’s contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

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.

10. 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 and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
<p>1. Similar Project Experience</p> <p>Experience of the Consultant team, as indicated by prior successful completion of similar projects in architecture, design and/or historic preservation.</p> <p>Demonstrated ability to work directly with local government staff.</p> <p>Depth of experience in the above mentioned fields of architecture, design and historic preservation of the key individuals who will be assigned to this project. (Refer to Section III Qualification Requirements)</p> <p>Consideration of references</p>	<p>0-40</p>
<p>2. Project Understanding and Approach</p> <p>Understanding of the project and project issues.</p> <p>Completeness and clarity of submittal.</p> <p>Project methodology and schedule to address the proposed the scope of work.</p> <p>Understanding of the history of Pompano Beach and/or the greater South Florida area, and an understanding of its unique architectural history and development.</p>	<p>0-40</p>
<p>3. Cost Effectiveness</p>	<p>0-20</p>
<p>Total</p>	<p>0-100</p>

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.

11. 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.

12. 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. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a 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.

21. 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.

22. 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.

23. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by 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.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. 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.

24. 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. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

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.

25. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. 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. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

26. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, 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.

PROPOSAL SIGNATURE PAGE
RFP H-65-12, HISTORIC SITES SURVEY

To: The City of Pompano Beach, Florida

The below signed 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 signed 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. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Price to complete the historic site survey as specified:

Phase I \$ _____ lump sum

Phase II \$ _____ lump sum

Optional Task 7 – Oral Histories \$ _____ lump sum

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____