



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-43-15**

**SUBSIDIZED HOUSING INVENTORY AND MARKET
RATE ANALYSIS TO ASSESS THE CITY'S STRATEGY
FOR MEETING ITS ECONOMIC AND
REDEVELOPMENT GOALS**

**RFP OPENING: AUGUST 25, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

July 23, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-43-15

SUBSIDIZED HOUSING INVENTORY AND MARKET RATE ANALYSIS TO ASSESS THE CITY'S STRATEGY FOR MEETING ITS ECONOMIC AND REDEVELOPMENT GOALS

The City is seeking proposals from qualified firms to provide research, comprehensive assessment, and comprehensive strategy services to the City for a city-wide study and strategy related to subsidized housing, market-rate housing, and the impacts of housing on redevelopment efforts. The study's main geographic focus is the urban core, downtown areas, main commercial corridors, and other related geographic areas that would support residential development and impact surrounding commercial areas.

The City will receive sealed proposals until **2:00 p.m. (local), August 25, 2015**, 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.

Introduction

The City desires a detailed assessment of its subsidized and market-rate housing stock and the impact of the inventory on the city's redevelopment and economic goals. The City of Pompano Beach has two community redevelopment areas as well as adopted citywide economic development goals. The City is issuing an RFP for a subsidized and market-rate housing assessment and strategy, which will address the following:

- What impact is the city's current stock of subsidized housing having on the adjacent neighborhood, citywide and CRA redevelopment and economic goals?
- What impact is the current stock of subsidized housing on the development and financing of market-rate housing?
- What type of market-rate housing is needed to achieve the adjacent neighborhood, citywide and CRA redevelopment and economic goals?
- What are other housing issues that are affecting the city's ability to reach its redevelopment and economic goals?
- What impacts are existing regulatory documents having on the development of both market rate and subsidized housing?
- What are effective techniques the city can utilize to ensure a balanced mix of housing in order to reach its redevelopment and economic goals?
- What are effective techniques the city can utilize to encourage housing which supports its redevelopment and economic goals?

The Assessment and Strategy will be used to establish housing strategies and to evaluate potential housing developments. The City desires to retain a qualified Consultant who is experienced in economic development, housing and economic revitalization, urban housing issues, affordable housing, and housing law.

1. **Scope of Services**

The following terms are defined for usage in the Scope of Services:

- Housing Types - renter-occupied, owner-occupied, single-family, multi-family, one-bedroom, multiple bedroom
- Market-Rate Housing – Housing which is affordable to a person or persons who have a combined income of more than 120% of the median income of Broward County; or Housing that is rented or owned by people who pay market rent to lease or paid market value to purchase without the use of any housing subsidies.
- Quality - year built, quality of structure, and quality of landscaping
- Subsidized Housing – Publically owned and privately owned housing, including but not limited to income and/or age-restricted housing, housing that accepts Housing Choice Voucher Program, and housing funded through the State of Florida LIHTC program.
- Substandard – Deteriorated and/or blighting influence
- Urban Core – East CRA, NW CRA, AOD, DPOD, and Corridors connecting these areas.

The successful proposer will be responsible for providing, at a minimum, the following:

- **Inventory.** The inventory will determine and analyze both subsidized and market-rate housing inventory at the citywide and neighborhood level, as well as within the CRA boundaries as follows:
 - Identify the location, amount of units, income-restriction level (if applicable), housing type, and quality of existing subsidized housing
 - Identify locations of substandard subsidized housing
 - Identify clusters of subsidized housing and substandard subsidized housing.
 - Identify the location, amount of units, housing type and quality (to the extent necessary) of existing market-rate housing
- **Assessment.** The Assessment will analyze both subsidized and market-rate housing inventory as follows (citywide level, neighborhood level, Urban Core):
 - Analyze the impact of the following on citywide, adjacent neighborhood, and urban core's redevelopment and economic goals:
 - Subsidized housing clusters
 - Substandard subsidized housing
 - Substandard subsidized housing clusters
 - Analyze the impact of the following on the future development of market-rate housing:
 - Subsidized housing clusters
 - Substandard subsidized housing
 - Substandard subsidized housing clusters
 - Analyze if the existing market-rate housing stock is sufficient to support citywide, adjacent neighborhood, and urban core's redevelopment and economic goals.
 - Determine what type of market-rate housing is needed to support citywide, adjacent neighborhood, and urban core's redevelopment and economic goals.
 - Determine what type of housing attracts a range of demographic users including young professionals, millennials, empty nesters, and other segments of the population known to gravitate to urban locations.
 - Determine which existing city policies and/or regulations are encouraging additional subsidized housing clusters.

- Determine which existing city policies and/or regulations are discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing.
- Identify other housing-related issues discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing.
- Identify other housing-related issues impacting the city's ability to reach its citywide and urban core redevelopment and economic goals.
- Identify the impacts of Broward County affordable housing requirements (both existing and proposed) on citywide and urban core redevelopment and economic goals.
- **Strategy.** Based on the results of the Inventory and Assessment, the Strategy will provide a road map for addressing the city's needs as follows (citywide level, neighborhood level, Urban Core):
 - Propose techniques and best practices to achieve the following:
 - Encourage the needed market-rate housing, reflecting the specific type(s) of market rate housing needed
 - Improve substandard subsidized housing stock, including program identification and prioritization
 - Reduce existing clusters of subsidized housing
 - Limit future clustering of subsidized housing
 - Encourage mixed-income and market rate developments in neighborhoods with subsidized housing clusters
 - Integrate subsidized housing in a thriving retail-focused commercial area
 - Achieve the ratios identified above
 - Propose specific revisions of problematic city policies and/or regulations.
 - Propose strategies based on the three to five most viable downtown areas in Florida, reflecting the following best practices ratios:
 - Ratio of retail/commercial development to subsidized housing
 - Ratio of retail/commercial development to market-rate housing
 - Recommend strategies to comply with Broward County affordable housing requirements (both existing and proposed)
 - Strategies will be lawful and enable policy makers to implement the recommended techniques, revisions, and best practices in order to address the city's needs.

2. Tasks/Deliverables

- **Phase I: Inventory.**
 - Modify definitions utilized in the Scope to be consistent with accepted housing industry terminology.
 - Meeting with Staff to refine scope and gain better understanding of RFP and city's economic development goals.
 - Use reputable data sources and on-site examinations
 - Provide the Inventory in the most visually effective manner.
 - Provide the Inventory in spreadsheets that allow for further analysis by city staff.
 - Presentation of Inventory with staff.
- **Phase II: Assessment.**
 - Provide the Assessment in the most visually effective manner.

- Provide the Assessment in spreadsheets that allow for further analysis by city staff.
- Presentation of the Assessment with staff.
- Public Presentation of the Assessment with elected officials and other policy makers.
- **Phase III: Strategy.**
 - Public Outreach for stakeholder input into the Strategy.
 - The Strategy should consider immediate needs, 5-year projection, and 10-year projection.
 - Provide the Strategy in the most visually effective manner.
 - Provide the Strategy in a document that allows for further analysis by city staff.
 - Presentation of the Strategy with staff.
 - Public Presentation of the Strategy with elected officials and other policy makers.

3. **Resources Available**

Previous studies regarding housing and affordable housing contain information that may be useful to the consulting teams as they develop their scope and project approach. These resources include:

- City of Pompano Beach documents / reports:
 - State Housing Initiative Partnership (SHIP) Program, First Amendment to Local Housing Assistance Plan, June 2015
 - 2015 – 2019 Consolidated Plan, Office of Housing and Urban Improvement
 - Analysis to Impediments to Fair Housing Choice, Office of Housing and Urban Improvement, June 2015
 - Land Bank & Land Re-Use Policies and Procedures
 - Comprehensive Plan
 - Zoning Code
 - Office of Housing and Urban Improvement Programs
 - Strategic Plan
 - Affordable Housing Fee Methodology Report, December 2013
- CRA documents / reports:
 - Pompano Beach Parking Study
 - Pompano Beach Traffic Study
 - Pompano Beach Financing and Implementation Plans
 - East CRA Plan
 - Downtown Pompano Connectivity Plan
 - Needs Assessment for Facilities and Cultural Programming
 - Preliminary Cultural Facilities Space Planning
 - Downtown Pompano Redevelopment Market Assessment

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.

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

5. 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/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

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

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and six (6) 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. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). 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.

Cover Letter of Interest and Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. Also clearly indicate the single contact (principal-in-charge), mailing address, telephone and facsimile numbers, and e-mail address.

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.)

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 tasks.

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 master plan. A public outreach strategy must be included. Describe how the work will be completed in an effective, timely, economical and professional manner.

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.

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 office location.

Experience in Housing and Economic Development Assessments and Strategies:

References for past projects in subsidized and market-rate housing assessments, especially in their relationship to economic development efforts, and programs in South Florida (Broward, Palm Beach, Miami-Dade, and Monroe Counties), and/or other major urbanized cities throughout the United States. References for developing lawful strategies related to these issues.

Visual and graphic work:

Describe how visual imaging tools will be used to complete the project. List any visualization tool such as GIS, CAD, Sketch-Up etc...

Public Outreach techniques and experience:

Describe the techniques that will be used to involve and gain meaningful input from a variety of stakeholders in the project. References for past projects including public outreach, especially as related to housing.

Fees & Costs:

- **Proposer shall provide a cost for each Phase as well as the project overall.**

The proposer shall include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff member.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

- **Proposer shall provide a timeline for each Phase as well as the project overall.**

The tentative timeline should have Phase I complete within two months, Phase II completed three months thereafter, and the entire project complete within eight months of execution of the contract.

The timeline shall highlight significant benchmarks and their completion. Proposer shall provide details on their ability to maintain the schedule(s) and meet deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

7. 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
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GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 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	
XX	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	combined
XX	broad form property damage	

XX independent contractors
 XX personal injury personal injury

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

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

___	umbrella form	bodily injury and property damage		
___	other than umbrella	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 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.

8. 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>
1.	<p>Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. Previous work experience in conducting interviews of stakeholders Previous work experience in on-site analysis of housing stock</p>	0-20
2.	<p>References History and performance of firm/project team on similar projects. References and recommendations from previous clients.</p>	0-20
3.	<p>Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.</p>	0-30
4.	<p>Cost Including the overall project-task budget and itemized cost breakdowns.</p>	0-30
	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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. 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.

24. 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 E-43-15, SUBSIDIZED HOUSING INVENTORY AND MARKET RATE ANALYSIS TO
ASSESS THE CITY'S STRATEGY FOR MEETING ITS ECONOMIC AND REDEVELOPMENT
GOALS

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 _____