



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS**

**E-21-16**

**SUMMER YOUTH EMPLOYMENT TRAINING  
PROGRAM**

**RFP OPENING: April 5, 2016 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

March 1, 2016

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-21-16  
SUMMER YOUTH EMPLOYMENT TRAINING PROGRAM (SYETP)

---

The City is seeking proposals from qualified firms to administer the SYETP. The program serves youth ages 13-15 throughout City of Pompano Beach (City) by providing opportunities to become familiar with the world of work, gain employment experience, and identify educational pathways that support career and life goals. SYETP participants are placed in a part-time summer job and also take part in focused educational activities that integrate life skills, life-long learning, and career planning.

The City will receive sealed proposals until **2:00 p.m. (local), April 5, 2016**, 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 value of employment experience during young adulthood is both immediate and long term. Youth with employment experience are more likely to see the connection between school and career success as well as increase their employability skills. Research also shows that the more teenagers work in one year, the more likely they are to work in the following year. Among low-income teenagers, higher employment rates have been associated with higher rates of high school graduation and lower teen pregnancy rates.

Although the benefits of employment experience are clear, it has become increasingly difficult for youth to find employment. Recent statistics on youth employment underscore the challenges faced by youth in the labor market, particularly in the City. Labor economists have expressed alarm over the pattern of youth employment in recent years; youth employment has reached historic lows. Information for the last fourteen months indicates that teen unemployment has ranged from 15.7% to 18.8%, more than three times the national average.

When the CITY established this program in 2013, it introduced innovative programmatic changes in SYETP, all of which expanded the ways in which youth could benefit from their employment experience. These innovations included an educational component to complement the work experience, targeting youth from neighborhoods of high poverty and unemployment, and increased accountability for placing youth in quality work assignments, including private sector placements.

In this RFP, the CITY builds upon these innovative features to ensure that both job placements and educational activities are age-appropriate, introduce a curriculum for the educational component, expand the number of private-sector jobs, diversify the types of jobs offered to participants and ensure that vulnerable youth with special barriers to employment are served through SYETP.

**A. Scope Of Services**

**1. Goals and Objectives**

The goals and objectives of the SYETP are:

- a. To provide a valuable work experience at job sites that are safe and well supervised.
- b. To assist youth in identifying their career interests through exposure to different industries, occupations, educational pathways, and the requirements for success in each of them.
- c. To enable youth to acquire good work habits and develop employment-related skills.
- d. To facilitate the long-term employment and self-sufficiency of youth.
- e. To enable youth to develop a greater understanding of higher education and career options available to them.
- f. To enable youth to develop financial literacy and other competencies that will prepare them to succeed in their transition to adulthood.

**2. Assumptions Regarding Organizational Capability**

- a. The contractor will be fiscally sound and capable of managing the proposed program.
- b. The contractor's Board of Directors would remain free of conflicts of interest and exercise active oversight of program management, including regular reviews of executive compensation, audits, and financial controls, and program operations and outcomes.
- c. The contractor will successfully integrate the proposed program into its overall operations.
- d. The contractor will have an effective internal monitoring system that includes quality assurance.
- e. Performance measures will be established for all aspects of the program which will identify program, personnel, and fiscal issues.

**3. Assumptions Regarding Program Approach**

The CITY's assumptions regarding which approach will best achieve the agency's goals and objectives for SYETP are as follows:

a. Program Design

All programs will build on youths' strengths, foster their resiliency while providing them support, and promote healthy youth development. Programs will be designed to accommodate diversity in age, work experience, and past participation in SYETP, so that each participant can meaningfully add to their employment and educational experiences and further advance toward achieving their personal goals.

In keeping with effective youth development practices, programs will:

1. Offer activities that are age and stage appropriate,
2. Create an environment that engages the interest of youth,
3. Individualize services to youth,
4. Assure that youth benefit from ongoing support and relationships with caring adults,

5. Incorporate opportunities for youth to interact with peers.
6. Include active and self-directed learning.

In addition, programs will address the following:

b. Target Population

The population to be served by SYETP is youth who:

1. Are residents of City of Pompano Beach who will be aged 13 through 15 during the term of the program.
2. Are permitted to work and have valid working documents.
3. Have parental or guardian permission, and meet any other eligibility requirements mandated by current or future funding sources. (For example, state or federal funds allocated to the program may require that a certain percentage of participants reside in low to moderate income households.)

Contractors are to serve youth who reside in Pompano Beach are encouraged to enroll youth with disabilities.

#### **4. Anticipated Levels of Service**

The CITY regards the optimal SYETP program service level to be from fifty (50) to sixty (60) participants. The program for participants will run June 20, 2016 through August 19, 2016.

#### **5. Contractor and Staff Qualifications and Experience**

- a. The contractor will have successful experience in program administration, maintenance and reporting of time records and payroll information.
- b. The contractor will have the technological capacity to operate an Excel or web-based database.
- c. The contractor and key staff will have at least two years of experience operating a summer youth employment program or providing other occupational and educational services for youth. This would include demonstrated experience developing work sites for youth, working effectively with youth and employers, recruiting youth participants, and placing them in jobs.
- d. It would also include experience delivering individualized programming to youth in programs serving a large number of participants.
- e. In addition, the contractor will have experience in providing youth with support services or referrals to other organizations that provide such services, to ensure that youth are able to participate successfully in SYETP.

The contractor will ensure that all paid staff--as well as volunteers, if utilized--are qualified and appropriately trained in areas such as youth development and employment.

#### **6. Program Facility**

There are four types of SYETP facilities:

- a. Application intake facility, the contractor site where SYETP applications are accepted.

- b. Program administration facility, the contractor site where SYETP administrative staff are located.
- c. Educational facility(ies), the contractor site(s) where the educational activities of SYETP are delivered.
- d. Work site facilities, the sites where the participant is employed.

These facilities may occupy the same or different sites, but the following conditions would apply:

- The application intake facility and the program administration facility would be located in the City of Pompano Beach.
- The application intake facility, program administration facility, and educational facility(ies) would be appropriate in size and design to adequately accommodate the SYETP staff, participants, and services they are intended to house.
- All facilities will be near public transportation. They would also be easily accessible for people with disabilities and would meet all requirements of the Americans with Disabilities Act (ADA). If they do not, alternative measures, approved by the CITY must be in place to make activities accessible to staff and program participants with disabilities, e.g. access to other suitable space.
- All facilities will meet applicable safety standards.

## **7. Participant Services**

The contractor would deliver participant services as specified below:

### **a. Individual Service Strategy for Participants**

On an individual basis, the contractor will make a reasonable effort to assess the employment related needs and interests of each enrollee and develop an Individual Service Strategy (ISS). The contractor would then place each participant in a job setting that matches these needs and interests, and monitor the participant throughout the program in accordance with the participant's specific service strategy. The contractor will provide the CITY with an ISS form, which would be completed for each participant and kept at the contractor location.

### **b. Work Site Development, Job Placement, and Program Schedule**

The contractor will make a reasonable effort to place participants in work sites that match their talents and interests, and from which they can gain skills to compete in the labor market. The CITY encourages program designs that incorporate job placements, which expose participants to occupations with growth potential.

The contractor will identify a range of job opportunities in which participants can be placed to meet the required hours of employment and the goals of the employment experience. At least fifty (50) percent of the SYETP work sites must be in the private sector. The remaining work sites may be in not-for-profit organizations, government, or other public entities. Contractor will identify what methodology will be used to recruit potential employers.

Contractors will provide employment for participants at work sites for fifty percent (50%) of program time. The remaining 50 percent would be devoted to educational services. There is no set schedule for when employment or educational services must take place during the day; rather, contractors would choose a schedule that accommodates the needs of employers and participants. This flexibility in meeting the SYETP hours enables contractors to enroll youth who must attend summer school.

Once youth are enrolled in the program and ISS's are developed, contractors would make a reasonable effort to match each participant to an appropriate job. Job placements should offer participants opportunities to explore career interests, acquire good work habits, and develop employment-related skills. Contractors would provide policy and procedures guidelines to employers, provide in-service orientation to employers, and ensure implementation of appropriate work site policies and procedures.

For each participant, the contractor will secure and maintain a work site agreement with the participant's employer that is signed by the employer and summarizes the terms and information pertaining to the job placement. The Job Order Request form (Attachment 6) will be used for each job and worksite.

Contractors will submit the work site agreements to the CITY for review and approval. The contractor will provide job placement follow-up support to participants throughout the eight (8) week program period. Follow-up activities include monitoring the work site, resolving conflicts, and, where necessary, job replacement.

## **8. SYETP Educational Services and Curriculum**

The contractor will provide educational services to all participants. Educational services will comprise at least 50 percent of the total program hours. Participants will be required to attend all educational/training sessions. Guidelines for the topics to be covered and scheduling are provided below.

### **a. Educational Services: Required Topics and Subtopics**

The contractor will develop its own educational approaches that incorporate the topics and sub-topics. However, the curriculum or parts thereof will be subject to CITY approval prior to program start.

1. Program orientation: During the first week of the program, the contractor will provide each participant with program orientation. Topics should include information about the program, its timekeeping and payroll system, and preliminary issues of workplace readiness.
2. Workplace readiness: This topic would outline the "soft skills" and interpersonal competencies that are essential to workplace success, including the following required subtopics:
  - Communication and Conflict
  - Interview Skills
  - Resume Writing
  - Workplace Etiquette and Attire

3. Financial literacy: This topic would include basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving and credit.

The required subtopics are:

- Budget Basics
- Investing
- Self-sufficiency

4. Health education: This topic would include information on issues such as stress management, nutrition, fitness, HIV/AIDS and STD prevention, anti-smoking, and substance abuse education. The required subtopics are:

- Sexual Health
- Physical Health
- Mental Health

5. Higher education exploration: This topic would outline the public and private post-secondary education options available to participants and include discussions of admissions requirements, study habits, and financial assistance. The required subtopics are:

- Time Management
- College/Post High School Education Choice
- Application Process
- Financial Aid

6. Career exploration: This topic would include the career options available to young adults, as well as the preparation necessary to attain different goals, and could include presentations by successful practitioners in a variety of professions. The required subtopics are:

- Self-assessment
- My Education Plan
- Career Roadmap

7. Reflection and Analysis: During the last week of the program, the contractor will guide participants in a discussion and reflection on their summer employment experiences and explore employment and educational choices available to them in the future.

b. Educational Services: Required Schedule

The scheduling requirements for the delivery of the SYETP educational component are as follows.

1. Program orientation must be delivered to participants in the first week.
2. The session on reflection and analysis should take place in the final week.
3. All other sessions can be scheduled at any time during the program.

## **B. Tasks/Deliverables**

The contractor will conduct the following administrative aspects of the program:

### **1. Outreach/Recruitment of Participants**

The contractor will develop and implement an effective outreach and recruitment plan to identify and enroll youth residing in the proposed geographic service area.

### **2. Application, Intake, and Enrollment**

After award of a contract the contractor will distribute the SYETP flyers, assist youth in completing the application.

Upon enrollment of an applicant, the contractor will complete the ISS to determine the participant's job placement, education activities, and support services.

### **3. Payroll**

The contractor will collect information on the hours worked and educational sessions attended by each participant.

### **4. Record Keeping and Reporting**

The contractor will provide the CITY OF POMPANO BEACH with a set of forms the contractor will use for record-keeping and reporting. The contractor would collect the following information:

- a. ISS information. As discussed earlier in this section, the contractor would determine the needs of and complete an ISS for each participant. ISS forms will be available for review by CITY OF POMPANO BEACH contract managers during visits to each contractor site.
- b. Work Site Agreements. As noted earlier, the contractor will maintain information on each job placement and a work site agreement for each sub-contractor.
- c. Participant Hours Worked/Attendance. The contractor will provide timesheets to record participant hours spent at work sites and educational sessions. Participants will be paid only for hours worked and hours in educational sessions, that can be verified through SYETP timesheets and attendance records.
- d. Work Site Supervisory Evaluations of Participants. The CITY OF POMPANO BEACH will provide contractors with evaluation forms for distribution to employers. Contractors would instruct employers to complete evaluations of participants in the third and seventh weeks of the program. Contractors would collect evaluation forms from employers, and make them available to the CITY OF POMPANO BEACH.
- e. Incident Reports. The CITY OF POMPANO BEACH will provide contractors with Incident Report Forms to document incidents including, but not limited to, injuries to participants, existing or suspected incidents of child abuse, property damage or loss, criminal activity, and incidents involving the police. Contractors would notify the CITY

OF POMPANO BEACH within 24 hours, complete, and send all supporting forms to the CITY OF POMPANO BEACH within three working days of any incident.

- f. Close-out Report. Contractors would provide the CITY OF POMPANO BEACH with a summative report on the SYETP program, including information on participant plans (e.g., school, employment, or training) after SYETP.

The SYETP contractor(s) receiving awards will be required to attend orientation sessions that will be offered by the CITY OF POMPANO BEACH.

**C. Term of Contract**

It is anticipated that the term of the contract awarded from this RFP will be from May 16, 2016 to September 2, 2016 with an option for the CITY OF POMPANO BEACH to renew for up to three (3) additional one-year periods.

**D. 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](http://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.**

**E. 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](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.**

**F. Required Proposal Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound and four (4) bound copies of the proposal. All copies will be on 8 1/2" 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.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

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.

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 that highlights proposed tasks that will meet all applicable 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 shall include attachments 1 – 5B. Proposer should return all RFP pages, initialed where indicated.

**G. 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.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Successful Proposer is obligated to pay compensation to employees engaged in the performance of the work. Successful Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
  
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Successful Proposer's negligent acts or omissions in connection with Successful Proposer's performance under this contract.
  
  - b. 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 |
|--|-----------------------------------|-----------|
| <b>GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE</b> |                                   |           |
| * 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 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)       |  |
|                       | bodily injury (each accident)     |  |
| XX comprehensive form | property damage                   |  |
| XX owned              |                                   |  |
| 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. |
| ___ <b>PROFESSIONAL LIABILITY</b>             |                                   | \$1,000,000. | \$1,000,000. |
| * Policy to be written on a claims made basis |                                   |              |              |

- c. If Professional Liability insurance is required, the successful proposer agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
3. Employer's Liability. SUCCESSFUL PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the SUCCESSFUL PROPOSER, the SUCCESSFUL PROPOSER shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. SUCCESSFUL PROPOSER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUCCESSFUL PROPOSER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should SUCCESSFUL PROPOSER enter into such an agreement on a pre-loss 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.

**H. 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.

|                                     | <b><u>Criteria</u></b>  | <b><u>Point Range</u></b> |
|-------------------------------------|---|---------------------------|
| <b>1. Experience and Expertise</b>  |   | 0-20                      |
|                                     | Previous related work experience and qualifications in the subject area of personnel assigned.<br>Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. |                           |
| <b>2. References</b>                |   | 0-20                      |
|                                     | History and performance of firm/project team on similar projects.<br>References and recommendations from previous clients.  |                           |
| <b>3. Resources and Methodology</b> |   | 0-30                      |
|                                     | Adequacy of amount of quality resources assigned to the project.<br>Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.<br>Financial resources.          |                           |
| <b>4. Cost</b>                      |   | 0-30                      |
|                                     | Including the overall project-task budget and itemized cost breakdowns.   |                           |
| <b>Total</b>                        |   | <b>0-100</b>              |

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.

**I. 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.

**J. Retention of Records and Right to Access**

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

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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.

**V. Standard Provisions**

1. 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.

2. Licenses

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

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations,

codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - ii. 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;
  - iii. 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
  - iv. 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.

- b. 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.

**W. 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](mailto: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.

**X. 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-21-16**  
**SUMMER YOUTH EMPLOYMENT TRAINING PROGRAM**

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. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**CORPORATE GOVERNANCE CERTIFICATION**

**SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM (SYETP)**

To enter into a contract with The City of Pompano Beach, each organization must certify that its organizational capability is sufficient to support the services it has contracted to provide. To certify, complete the form below (including the attached list of the members of the Board of Directors, with the name, title, address, telephone number, and e-mail address of each member). The certification must be notarized by a Notary Public.

---

I, \_\_\_\_\_, am the Chairperson of the Board of \_\_\_\_\_ (“Proposer”), a not-for-profit organization that has proposed to provide certain youth or community development services. I hereby certify that the Proposer:

1. Is governed by a Board of Directors, whose names and addresses are fully and accurately set forth on the attached list.
2. Maintains its corporate books and records, including minutes of each meeting, at the Proposer address stated on the Proposal Summary Form (Attachment 1 to this RFP).
3. Has held in the past 12 months \_\_\_\_\_ meetings of the Board of Directors at which a quorum was present.
4. Reviews, at least annually, at a meeting of the Board of Directors and has reviewed in the past 12 months each of the following topics:
  - a. Executive compensation
  - b. Internal controls, including financial controls
  - c. Audits
  - d. Program operations and outcomes

Name of Organization (Print):

Name of Board Chairperson (Print):

Signature of Board Chairperson

---

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

**NOTARY PUBLIC**







**PRINCIPAL OFFICERS AND STAFF**

Contractor is to provide a copy of the following:

1. State of Florida Corporations Annual Report to the Secretary of State
2. Organizations Articles of Incorporation

**PRINCIPAL OFFICERS AND STAFF**

**Organization Name:** \_\_\_\_\_

**Instructional Staff & Senior Managers:** Please fill in the required identification information for all senior managers who oversee any of the entity’s relevant transactions with the City. **At least one Instructional Staff & Senior Managers must be listed, or the Data Form below will be considered incomplete.** If an Instructional staff person has been identified on a previous page, fill in his/her name and write “See Attachment 5 (A).”

**Instructional Staff & Senior Managers:**

First Name: \_\_\_\_\_ MI: \_\_\_ Last \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by the entity): \_\_\_\_\_

Birth Date(mm/dd/yy): \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_ Last \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by the entity): \_\_\_\_\_

Birth Date(mm/dd/yy): \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_ Last \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by the entity): \_\_\_\_\_

Birth Date(mm/dd/yy): \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Remove the following previously-reported Senior Managers:

Name: \_\_\_\_\_ Removal Date \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date \_\_\_\_\_

**Certification**

I certify that the information submitted on the pages pertaining to Attachment 5 (A) and \_\_\_ additional pages are accurate and complete. I understand that willful or fraudulent submission of a material false statement may result in the entity being found non-responsible and therefore denied future City awards.