

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. RFP2009-7-1

Re-Bid X Other: Access the City of Pompano Beach contract. LIVING WAGE APPLIES: YES X NO

Requisition No./Project No.: RQID1500077 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Disaster Recovery Management Services

Description: To access this contract for the Parks, Recreation, and Open Spaces to close-out hurricane projects pending from Katrina and Wilma to avoid de-obligating the funds. The department has been mandated by the State of Florida to close-out pending hurricane projects.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: 305-375-2851
Estimate Cost: \$150,000 GENERAL FEDERAL OTHER
Funding Source: General Funds

ANALYSIS

Commodity Codes: 918-81

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$
Comments:			
Continued on another page (s): <input type="checkbox"/> YES X			

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE				

Basis of recommendation:
 [Empty box for basis of recommendation]

<u>Signed:</u> <i>Herman Ramsey</i>	<u>Date sent to DBD:</u> 04/14/2015
	<u>Date returned to DPM:</u> [Empty box]



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-67-14**

DISASTER RECOVERY MANAGEMENT SERVICES

**RFP OPENING: September 4, 2014, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

August 7, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-67-14
Disaster Recovery Management Services

The City is seeking proposals from qualified firms to provide disaster recovery management services to the City on a stand-by basis.

The City will receive sealed proposals until 2:00 p.m. (local), September 4, 2014, 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 requires disaster recovery management services to support the oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services as outlined below. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the City. Other services may include, but are not limited to, facilitating communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

1. Scope Of Services

- A. **Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:
- i. Coordinating daily briefings, work progress, staffing, and other key items with the City.
 - ii. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
 - iii. Scheduling work for all team members and contractors on a daily basis.
 - iv. Hiring, scheduling, and managing field staff.
 - v. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
 - vi. Assisting the City with responding to public concerns and comments.
 - vii. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
 - viii. Entering load tickets into a database application.
 - ix. Digitization of source documentation (such as load tickets).
 - x. Developing daily operational reports to keep the City informed of work progress.
 - xi. Development of maps, GIS applications, etc. as necessary.

B. Emergency Management Planning and Training - As directed by the City, the Consultant shall provide:

- i. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- ii. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- iii. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- iv. Procurement assistance for debris removal contractors and other services as requested.
- v. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- vi. Technical support and assistance in developing public information.
- vii. Other training and assistance as requested by the City.
- viii. Other reports and data as required by the City.
- ix. Other emergency management and consulting services identified and required by the City.

C. Public Assistance Consulting Services - As directed by the City, the consultant shall provide:

- i. Identification of eligible emergency and permanent work (Category A-G);
- ii. Damage Assessment;
- iii. Assistance in attaining Immediate Needs Funding;
- iv. Prioritization of recovery workload;
- v. Loss measurement and categorization;
- vi. Insurance evaluation, documentation adjusting and settlement services;
- vii. Project Worksheet generation and review;
- viii. FEMA, FHWA and NRCS reimbursement support;
- ix. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- x. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- xi. Appeal services and negotiations;
- xii. Reconstruction and long-term infrastructure planning; and
- xiii. Final review of all emergency and permanent work performed.

2. Tasks/Deliverables

Specific tasks and/or deliverables are as outlined in the scope of services above.

3. Term of Contract

The proposed stand-by contract will be for a term of five (5) years.

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 five (5) 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.

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.

Technical Proposal:

Elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. If the paper bid must be bound by means other than a staple, the City prefers that a three ring binder be used. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials are neither necessary nor desired.

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Qualifications of the Firm

- A) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
- i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - ii. Documented knowledge and experience coordinating with Federal, State

- and Local emergency agencies.
- iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
 - iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
 - v. Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.
 - vi. Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.

B) Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

Tab 2: Qualifications of Staff

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.
- ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and

hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Tab 3: Technical Approach

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

Tab 4: Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ _____
Operations Managers	160	\$ _____
GIS Analyst	16	\$ _____
Field Supervisors	670	\$ _____
Debris Site/Tower Monitors	390	\$ _____
Environmental Specialist	16	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ _____
Field Coordinators (Crew Monitors)	1,740	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	750	\$ _____
Billing/Invoice Analysts	40	\$ _____
Data Manager	16	\$ _____
Public Assistance Coordinator	80	\$ _____
FEMA/FHWA Specialist	40	\$ _____

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

$$2^{\text{nd}} \text{ lowest cost} - \text{lowest cost} = X$$

$$X \text{ divided by lowest cost} = Y$$

$$Y \text{ times the total number of cost points} = Z$$

$$\text{Total number of cost points} - Z = \text{points assigned to } 2^{\text{nd}} \text{ Lowest}$$

Example:

$$\text{Lowest cost} = \$1000 \quad 2^{\text{nd}} \text{ lowest cost} = \$1250 \quad \text{Total available points} = 15$$

$$1250 - 1000 = 250$$

$$250 / 1000 = .25$$

$$.25 \times 15 = 3.75$$

$$15 - 3.75 = 11.25 \text{ points to } 2^{\text{nd}} \text{ lowest bidder}$$

Tab 5: Attachments

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable-- (<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>) and any other attachments pertinent to your response.

Tab 6: Initialed City Documents or Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

**YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL SHALL NOT
BE FAVORABLY CONSIDERED.**

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
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse hazard	property damage	
XX 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 \$1,000,000 per OCCURRENCE/\$2,000,000 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

XX umbrella form	bodily injury and property damage		
XX 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.	Qualifications and Experience Firm & Staff qualifications and previous related work experience in the subject area. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.	0-40
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
3.	Technical Approach Firm's technical approach to perform scope of services requested to include procedures, methodologies, resources, systems etc.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	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-67-14, Disaster Recovery Management Services

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 _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____