



Florida's Warmest Welcome

**CITY OF POMPANO BEACH**

**REQUEST FOR QUALIFICATIONS  
RFQ25-037**

**Professional Services for Sustainability Projects**

**VIRTUAL PRE-BIDDERS CONFERENCE:**

**April 29, 2025, 10:00 A.M.**

**VIRTUAL BID OPENING:**

**May 22, 2025, 2:00:00 P.M.**

**For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

Dear Prospective Proposers,

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) - RFQ25-037 PROFESSIONAL SERVICES FOR SUSTAINABILITY PROJECTS.**

The City of Pompano Beach seeks to engage qualified professional services to advance sustainability and resilience initiatives. This RFQ aims to select firm(s) with proven expertise in engineering, urban planning, vulnerability assessment, adaptation planning, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and sustainability policy integration.

This RFQ intends to approve a list of firms rather than awarding the contract to any specific firm. The City plans to engage up to 8 firms for professional services to advance sustainability and resilience initiatives. This approach allows us to leverage the expertise of multiple firms, ensuring a diverse range of perspectives and solutions. By collaborating with these selected firms, we aim to enhance our efforts in developing and implementing effective strategies that promote sustainability and resilience within our community. The selected firms shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RFQ is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RFQ process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFQ. Any information that amends any portion of this RFQ received by any method other than an Addendum issued to the RFQ is not binding on the City of Pompano Beach.

The City will receive sealed proposals until 2:00:00 p.m. (EST), May 22, 2025. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is accepted will be resolved against the proposer.

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded from the eBid System as a PDF at <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

Procurement and Contracts Department  
City of Pompano Beach, Florida.

## **SCHEDULE OF EVENTS**

<b>RFQ NUMBER:</b>	<b>RFQ25-037</b>
<b>RFQ TITLE:</b>	<b>PROFESSIONAL SERVICES FOR SUSTAINABILITY PROJECTS</b>
<b>RELEASE DATE:</b>	<b>4/17/2025</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>4/23/2025</b>
<b>VIRTUAL NON-MANDATORY PRE-BIDDERS CONFERENCE</b>	<b>4/29/2025 – 10:00 AM (EST)</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>5/12/2025 – 05:00 PM (EST)</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>5/15/2025</b>
<b>RFQ RESPONSES DUE DATE/TIME:</b>	<b>5/22/2025 - 02:00 PM (EST)</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

### **Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on 4/29/2025, at 10:00 a.m. (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

#### **A. Introduction**

The City of Pompano Beach seeks to engage qualified professional services to advance sustainability and resilience initiatives. This RFQ aims to select firm(s) with proven expertise in engineering, urban planning, vulnerability assessment, adaptation planning, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and sustainability policy integration.

#### **B. Scope of Services**

##### **1. Adaptation Plan Development.**

Objective: Develop an Adaptation Plan that builds on the existing vulnerability assessment to enhance community resilience and address identified vulnerabilities.

Key Tasks:

- The 'Request for Proposal' serves as a crucial tool to identify and prioritize adaptation actions

- based on feasibility, cost-effectiveness, and social and environmental impacts.
- Incorporate green stormwater infrastructure as a central component of adaptation strategies where applicable.
- Utilize an objective framework with qualitative and quantitative measures to assess project benefits, community acceptance, and potential obstacles.
- Develop an implementation schedule and funding strategy to support the procurement and execution of prioritized actions.
- Ensure the plan enhances flood mitigation, biodiversity, and natural resource conservation.

## 2. Implementation Planning

Objective: Translate adaptation strategies into actionable implementation plans that support sustainable urban development.

Key Tasks:

- Develop detailed implementation plans with timelines, budgets, and performance metrics to ensure effective execution.
- Coordinate with city departments and stakeholders to facilitate seamless integration into existing municipal operations.
- Incorporate strategies for biodiversity enhancement, natural resource conservation, and green stormwater infrastructure.
- Identify funding opportunities, including grants and public-private partnerships, to support implementation.

## 3. Urban Forestry Plan

Objective: Expand and sustain a resilient urban tree canopy to reduce urban heat, enhance climate adaptation, and support stormwater management.

- Key Tasks:
- Develop an Urban Tree Canopy Plan that prioritizes increasing tree coverage in public spaces such as parks, swales, right-of-way, and other municipal properties, targeting areas with high heat exposure and limited shade.
- Prioritize native species for maximum cooling, biodiversity, and low-maintenance benefits.
- Integrate green stormwater infrastructure
- Use GIS and heat mapping to identify priority planting areas and measure cooling benefits.
- Develop educational resources and outreach programs to encourage tree planting and maintenance in heat-stressed areas. Guide on selecting native tree species that are resilient to local climate conditions and beneficial for urban wildlife.

## 4. CRS Watershed Management Plan

- Objective: Maximize points under the requirements of the CRS Program for a Watershed Management Plan.

Key Tasks:

- Develop a comprehensive Watershed Management Plan to meet the Community Rating System manual requirements.
- Conduct hydrologic and hydraulic modeling to assess existing watershed conditions, identifying areas vulnerable to flooding and water quality issues.
- Prioritize watershed restoration projects and green infrastructure solutions to enhance resilience to climate change impacts.
- Incorporate strategies to promote groundwater recharge, improve water quality, and reduce flood risks.
- Coordinate with regional water management agencies to ensure compliance with regional policies and regulations.

- Integrate the Watershed Management Plan with other sustainability and adaptation initiatives to support holistic water resource management.

## **5. Water Audit at Selected City Facilities**

Objective: Identify inefficiencies and conservation opportunities in municipal water usage to reduce consumption and enhance sustainability.

- Conduct a detailed water audit at selected city facilities to identify inefficiencies and opportunities for conservation.
- Assess indoor and outdoor water usage patterns, leak detection, fixture efficiency, and potential reuse strategies.
- Provide recommendations for reducing water consumption, implementing conservation technologies, and enhancing operational efficiency.

## **6. Energy Audits at Selected City Facilities**

Objective: Improve energy efficiency in municipal facilities through detailed assessments and targeted recommendations.

- Perform energy audits at selected city facilities to assess current energy usage and identify efficiency improvements.
- Evaluate HVAC systems, lighting, insulation, and equipment performance.
- Recommend energy-saving measures, renewable energy integration opportunities, and potential cost savings.
- Develop a prioritized action plan for implementing energy efficiency upgrades.

## **7. Greenhouse Gas (GHG) Inventory Update**

Objective: Track and reduce emissions through an updated Greenhouse Gas Inventory, ensuring alignment with the City's climate goals.

- Update the City's Greenhouse Gas Inventory to measure progress on emissions reduction goals.
- Assess emissions from municipal operations and community-wide sources.
- Identify key areas for emissions reduction and provide recommendations for mitigation strategies.
- Develop a reporting framework to track and communicate progress on climate action initiatives.

## **C. Term of Agreement**

The Term of this Agreement/Contract is effective three (3) years from the start date. After the initial three (3) years, the contract can be renewed for two additional one-year terms, subject to the agreement of both parties. The City reserves the right to negotiate the terms of its respective agreement/contract with the awarded company(ies)/firm(s).

## **D. Qualifications Requirements:**

The selected firm(s) should demonstrate:

- Proven experience in adaptation planning, sustainability, resilience, engineering, and urban planning.
- Expertise in vulnerability assessment, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and integrated watershed management.
- Strong GIS and data analysis capabilities for mapping, modeling, and scenario planning.
- Effective communication and stakeholder engagement skills, including public outreach and

- facilitation of community involvement.
- Capacity to work collaboratively with municipal departments, regional agencies, and community stakeholders.

#### **E. Local Business Program**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

##### **TIER 1 LOCAL VENDOR.**

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the city's limits. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

##### **TIER 2 LOCAL VENDOR.**

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees that reside within the city's limits. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

##### **LOCAL VENDOR SUBCONTRACTOR.**

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the city's limits. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach

Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **15%** for Local Vendor.

Suppose a Prime Contractor/Vendor cannot attain the contract's goal. In that case, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during and after projects are completed. The reports will be submitted to the assigned City project manager. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if the City Commission the City Commission imposes a sanction imposes a sanction.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
  - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

**The awarded vendor/contractor must comply with all Tier 1 and Tier 2 guidelines and meet all requirements before contract execution.**

#### **F. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Proposer shall upload the response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.



**Information to be included in the proposal:** To maintain comparability and expedite the review process, proposals must be organized as specified below, with the sections clearly labeled.

**Title page:**

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of the 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. Please 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 (2) pages.

**Technical Approach / Relevant Projects:**

Companies/Firms or teams shall submit their technical approach to perform the tasks described in the scope. Provide experience the firm with similar projects.

**References:**

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the Proposer's activities with the project.

List any prior projects performed for the City of Pompano Beach.

**Project Team Form:**

Submit a proposed "Project Team" form that the firm ~~considers~~ proposes to select when a project is assigned. This form aims to identify the proposed team's key members, including any specialty subconsultants.

**Organizational Chart:**

Provide the organizational chart for the proposed Project Team.

**Statement of Skills and Experience of Project Team:**

Describe the experience of the entire project team as it relates to items described in the Scope of Services section of this RFQ. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized in the situation a project is assigned to the firm. Name specific projects [successfully completed within the past five (5) years] where the team members have performed similar projects previously.

**Resumes of Key Personnel:**

Include resumes for key personnel for prime and consultants.

**Office Locations:**

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime that may be utilized to support any or all of the professional services listed above and the number of the professional and administrative staff at the prime office location.

If companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the companies/firms will arrange for a local office during the term of the agreement/contract, if necessary.

**Litigation:**

Disclose any litigation within the past five (5) years arising from your company/firm's performance, including status/outcome.

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional evidence of financial solvency, including additional documents post-proposal opening and before evaluation demonstrating the Proposer's ability to perform the resulting agreement/contract and provide the required materials and/or services.

**Reviewed and Audited Financial Statements:**

Proposers shall be financially solvent and appropriately capitalized to service the City for the duration of the agreement/contract. Proposers shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating the organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "FINANCIAL STATEMENTS" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months before the date of filing this solicitation's response. The financial statements must be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is twelve (12) months or more before the submittal date.

The City is a public agency subject to Chapter 119, Florida's Public Records Law, and must provide the public with access to public records; however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the Proposer is financially solvent. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional evidence of financial solvency, including additional documents post-proposal opening and prior to evaluation demonstrating the Proposer's ability to perform the resulting agreement/contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

## **G. Insurance**

The contractor/consultant shall not commence services under the terms of this agreement/contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a solicitation and have questions regarding the insurance requirements, don't hesitate to contact the City's Procurement and Contracts Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

The contractor/Consultant is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the insured city as an additional insured on a primary basis on all such coverage.

Throughout the term of this agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by this agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City review or acceptance of insurance maintained by the contractor/consultant, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the contractor/consultant under this agreement/contract.

Throughout the term of this agreement/contract, the contractor/consultant and all sub-contractors/sub-consultants or other agents hereunder shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The contractor/consultant further agrees to be responsible for its employees' employment, control, and conduct and any injury sustained by such employees during their employment.
2. Liability Insurance.
  - (a) Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims which arise from the proposer's negligent acts or omissions in connection with contractor/consultant's performance under this agreement/contract.
  - (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and Aggregate.  
Bodily injury (each person) bodily injury (each accident),  
Property damage, bodily injury and property damage combined.

XX comprehensive form XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY** Per Occurrence Aggregate

\_\_\_ other than umbrella bodily injury and \$1,000,000 \$1,000,000  
property damage combined

**PROFESSIONAL LIABILITY** Per Occurrence Aggregate

XX \* Policy to be written on a claim made basis \$1,000,000 \$1,000,000

(c) If Professional Liability insurance is required, the Consultant agrees the indemnification and hold harmless provisions set forth in the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of four (4) years unless terminated

sooner by the applicable statute of limitations.

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## CYBER LIABILITY

Per Occurrence Aggregate

___	* Policy to be written on a claims-made basis	\$1,000,000	\$1,000,000
___	Network Security / Privacy Liability		
___	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___	Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)		
___	Coverage shall be maintained in effect during the period of the agreement/contract and for not less than four (4) years after termination/ completion of the agreement/contract.		

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3. Employer's Liability. If required by law, the Consultant and all sub- contractors/sub-consultant 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/contract, insurance is required of the Awarded Proposer, the Awarded 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 thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. The awarded company/firm waives any and all rights 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/contract to waive subrogation without an endorsement. The awarded company/firm 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 that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Awarded Proposer enter into such an agreement/contract on a pre-loss basis.

## H. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/ firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Statement of Qualifications(s) received and to select the most qualified firm(s). All Statement of Qualifications will be reviewed by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFQ. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend up to eight (8) Submitting Firms to the City Commissioners for the award and execution of

an Agreement.

Proposals will be evaluated using the following criteria:

Line	Criteria	Points Range
1	Demonstrated expertise and experience in sustainability and resilience planning	0 - 40
2	Quality and relevance of previous project examples.	0 - 45
	a) Number of similar projects	
	b) Complexity of similar projects	
	c) References from past projects performed by the company/firm	
	d) Previous projects performed for the City (provide the description)	
	e) Litigation within the past five (5) years arising out of the company's/firm's performance (list, describe outcome)	
4	Local Business Program	0 - 15
Total		100

**NOTE:**

Financial statements required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation and not required by the City may be subject to public disclosure.

The City Commission has the authority to (including, but not limited to) approve the recommendation, reject the recommendation, and direct staff to re-advertise this 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.

**- Tie Breaker:**

In case where there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Coin Toss

**- Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any statement of qualifications containing material deviations from the RFQ. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive statement received and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole firm or may recommend rejecting the proposal.

**- Committee's Recommendations:**

The Evaluation Committee may recommend rejecting the statement of qualifications received or awarding the contract.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive firms, in its sole judgment, as it deems appropriate

before making its recommendation for award, starting with the highest-ranked firm first, then the second highest-ranked firm, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive firm if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, or specification during an exempt negotiation session with the highest-ranked responsive firm.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive firm and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive firm first, then the second highest-ranked firm, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive firm if it chooses to do so. Each ranked responsive firm must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the firm to the changes made during the negotiation session and be prepared to provide its best and final offer. Any information communicated between the Committee and a ranked responsive firm during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive firms until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend the approval of up to eight (8) ranked responsive firms; to declare an impasse with a ranked responsive firm; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive firms. The Committee may declare an impasse with a ranked responsive firm at any time or proceed with further negotiations with one (1) or more of the next highest-ranked firm(s). Suppose negotiations are unsuccessful or have reached an impasse with a ranked firm; in that case, the Committee reserves the right not to recommend an award to a ranked firm if it is in the City's best interest and must be stated on the record. The final scores are only a ranking of statements received for negotiation (i.e., the highest-ranked firm will be the first to start the negotiations) and do not determine the actual award.

- **Determination of Award:**

The City Commission shall consider the Committee's recommendation to approve the selection of up to eight (8) firms for this RFQ and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

This RFQ intends to approve a list of firms rather than awarding the contract to any specific firm. The City intends to engage up to 8 firms for professional services to advance sustainability and resilience initiatives. This approach allows us to leverage the expertise of multiple firms, ensuring a diverse range of perspectives and solutions. By collaborating with these selected firms, we aim to enhance our efforts in developing and implementing effective strategies that promote sustainability and resilience within our community.

**I. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this agreement/contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled

or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

#### **J. Right to Audit**

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful proposers), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the service, and until five (5) years after the date of final payment by the City to awarded company/firm pursuant to the agreement/contract.

The City agent or its authorized representative shall have access to the awarded company's/firm's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City agent or authorized representative shall give auditees reasonable advance notice of intended audits.

The awarded company/firm shall require all sub-contractors/sub-consultants, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the contractor/consultant pursuant to the agreement/contract.

#### **K. Retention of Records and Right to Access**

The City is a public agency subject to Florida Statutes Chapter 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the awarded company/firm shall:

1. Keep and maintain public records required by the City to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119, or as otherwise provided by law;
3. 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;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public



records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

**L. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications that are in writing from an authorized representative of the company/firm will be recognized by the City as duly authorized expressions on behalf of the respective company/firm.

**M. No Discrimination**

No discrimination shall be made on the basis of race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

**N. Independent Contractor**

The awarded company/firm will conduct business as an independent contractor/consultant under the terms of the agreement/contract. Personnel services provided by the awarded company/firm shall be by employees of the awarded company/firm and subject to supervision by the awarded company/firm, and not as City officers, employees, or agents. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the awarded company/firm.

**O. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required.

**P. Agreement/Contract Terms**

The agreement/contract resulting from this solicitation shall include, but not be limited to, the following terms:

- The agreement/contract shall include, at minimum, the entirety of this solicitation and the awarded proposal. The City of Pompano Beach City Attorney shall prepare it.
- If the City 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/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded company/firm agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**Q. Waiver**

It is agreed that no waiver or modification of the agreement/contract resulting from this solicitation 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. 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 the agreement/contract or the right or obligations of any party under it unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

#### **R. Survivorship Rights**

The agreement/contract resulting from this solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

#### **S. Manner of Performance**

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation professionally and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by educated, trained, experienced, certified, and licensed employees in all areas encompassed within its 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, 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 licenses, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

#### **T. Acceptance Period**

Proposals submitted in response to this solicitation must be valid for no less than one hundred and twenty (120) days from the closing date.

#### **U. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. By electronically submitting a proposal, all proposers shall agree to comply with all of this solicitation's conditions, requirements, and instructions as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System only, and no alteration of any kind has been made to this solicitation. Exceptions or deviations to this proposal may not be added after the due date.

All proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation or reject all proposals if, in its sole discretion, it deems it to be in the City's best interest 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 agreement/contract for the items herein, in part or whole, if it is determined to be in the City's best interests to do so.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

## **V. Standard Provisions**

### **1. Governing Law**

Any agreement/contract resulting from this solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

### **2. Licenses**

In order to perform public work, the awarded company/firm 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**

To determine 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 company/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 Florida Statute, Section 112.313.

### **4. Drug-Free Workplace**

The awarded company(ies)/firm(s) will be required to verify it will operate a “Drug-Free Workplace” as outlined in Florida Statute, Section 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 an agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/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, sub-contractor, consultant or sub-consultant under agreement/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 thirty-six (36) months from the date of being placed on the convicted vendor list.

### **6. Patent Fees, Royalties, And Licenses**

Suppose the awarded company/firm requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright. In that case, the awarded company/firm and his surety shall indemnify and hold harmless the City from any and all claims for infringement because 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 because of any infringement at any time during or after completion of the work.

### **7. Permits**

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances to perform the work required in these specifications and to conform to the requirements of said legislation.

### **8. Familiarity with Laws**

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may affect its/their services pursuant to this solicitation. Ignorance on the part of the company/firm will not relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A company/firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the Procurement and Contracts, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) 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 agreement/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 the 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 forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Section 119 or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
  - iv. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format compatible with the City's information technology systems.
- b. Failure of the contractor/consultant to provide the above-described public records to the City within a reasonable time may subject the contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **W. Questions, Communication, and Addendums**

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the due date and time specified herein. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the proposer's responsibility to obtain all addenda before submitting a response to this solicitation.

Issuing a written addendum or posting an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods for interpretation, clarification, or additional information. If any addendum is issued to this solicitation, the addendum will be issued via the eBid System. Before submitting its response, each proposer shall be responsible for contacting the City's Procurement and Contracts Department at (954) 786-4098 to determine if an addendum was issued and to make such an addendum a part of its proposal. Each addendum will be posted to the solicitation in the eBid System.

### **X. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the awarded company's/firm's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an exhibit in this solicitation.

### **Y. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

**Director of Procurement and Contracts,**

**City of Pompano Beach**

**1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060**

## **Z. Attachments and Attributes**

### **Attachments**

1. **Project Team**
2. **T1\_T2\_Form** - To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.
3. **Proposer Information Form** - Proposer Information Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.
4. **Vendor Certif. Scrutinized Companies** - Must be uploaded to the Response Attachment Tab
5. **Bid Bond Form** - Each bid requires a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. Bidder shall upload a copy of their bid bond or a copy of the certified check to the Response Attachments tab in the eBid System. The awarded bidder will be required to submit the original executed bid bond or cashier's check prior to the execution of the contract and before the commencement of any work.
6. **SAMPLE SERVICE AGREEMENT** - Sample purposes only. The City reserves the right to add, delete or modify any and all terms and conditions of this sample agreement.

### **Attributes**

1. Local Business
2. Drug-Free Workplace
3. Conflict of Interest
4. Terms & Conditions
5. Acknowledgement of Addenda
6. Local Business Participation Percentage