Florida’s Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP26-040 - Utilities Rate, Financial Planning, and Organizational Services

RFP OPENING: May 18, 2026, at 2:00 PM
Virtual Zoom Meeting
For access, go to:
https://www.pompanobeachfl.gov/meetings

April 23, 2026

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP26-040 - Utilities Rate, Financial Planning, and Organizational Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Utilities Rate, Financial Planning, and Organizational Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. 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. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (https://pompanobeachfl.ionwave.net), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted**.

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or eric.seifer@copbfl.com. Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

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

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1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- ***"Bid"*** means an offer or "Proposal" submitted by a Proposer in response to any formal bid or solicitation. The terms "***Bid"* and "*Proposal"*** may be used interchangeably throughout this RFP.
- ***"Contract"*** means any agreement resulting from this RFP. ***"Contract" and "Agreement"*** may be used interchangeably throughout this RFP.
- **"Project"** means Utilities Rate, Financial Planning, and Organizational Services, including rate studies, financial modeling, policy development, and organizational assessments.
- "***Project Team***" means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- "***Proposer***" means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- "***Team Member(s)***" means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- "***Proposal***" means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms "Proposal" and "Solicitation" may be used interchangeably throughout this RFP. The insurance requirements described herein reflect those deemed necessary by the City for the agreement/contract.
- *"**Budget**"* A written projection of all receipts and expenditures for the City's utility systems for each fiscal year.
- *"**Emergency Expenses**"* Expenses as declared by the City or that are made in the event of an emergency due to weather, vehicular accidents, criminal incidents, or other acts of God that are necessary to protect the safety and welfare of the general public and the City's employees and vendors.
- *"**Fiscal Year**"* Each fiscal year starts on October 1st and ends on the 30th day of September of the following year (e.g., Fiscal Year 2026 will be from October 1, 2025, to September 30, 2026).

2. SCHEDULE OF EVENTS

RFP Number:	**RFP26-040**
RFP Title:	**Utilities Rate, Financial Planning, and Organizational Services**
Release Date:	**April 23, 2026**
Date Published In Sun-Sentinel	**April 23, 2026**
Written Questions and Inquiries Are Due On Or Before:	**May 6, 2026, at 5:00 PM**
RFP Responses Due Date/Time:	**May 18, 2026, at 2:00 PM**
Evaluation Committee Meetings	**May 27, 2026**
Recommendation For Award:	**TBD**
Direct All Inquiries To:	**https://pompanobeachfl.ionwave.net**
E-Proposal Submittals Only:	**https://pompanobeachfl.ionwave.net**
Proposal Virtual Opening:	**https://www.pompanobeachfl.gov/meetings**

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Summary

The City of Pompano Beach (the "city") seeks proposers to provide professional financial advisory and related services on an as-needed basis, as authorized through periodic work authorizations issued by the City. Such services may include, but are not limited to, assistance with budgeting and forecasting; rate-making and rate studies; management and cost accounting; support for financing activities; financial and operational analysis of utility systems; preparation of annual reports required under bond covenants and other loan agreements; and organizational assessments. The Firm may be required to perform additional related services as deemed necessary by the City.

3.2. Background

The City of Pompano Beach (the "City") is located in Broward County, Florida, between Palm Beach County and Miami-Dade County. The City serves a year-round population of approximately 113,691 residents, which increases to nearly 150,000 during the peak seasonal period from September through March. The City encompasses approximately 25 square miles, including approximately 1.4 square miles of inland waters.

The City owns and operates enterprise utilities, comprising the Water and Sewer Utility Fund and the Stormwater Fund (collectively, the "System"), that provide potable water, wastewater collection, reuse water, and stormwater management services. The System serves customers within the City limits, as well as select wholesale and retail customers in neighboring jurisdictions. Potable water service is provided to portions of the Town of Lauderdale-by-the-Sea (the "Town") and the City of Lighthouse Point ("Lighthouse Point"), and wastewater collection services are provided to a portion of the Town.

The City's water system includes a 40 million gallons per day ("MGD") lime softening treatment plant and a 10 MGD nanofiltration membrane softening treatment plant, with a combined design capacity of 50 MGD and a current Florida Department of Environmental Protection (FDEP) permitted capacity of 30 MGD. The system also includes approximately 290 miles of transmission and distribution mains, two wellfields, and associated storage and pumping facilities.

The City operates a wastewater collection system comprising approximately 259 miles of gravity sewers and force mains, and 82 lift stations. The City does not operate a wastewater treatment plant, but rather conveys wastewater flows to the Broward County North Regional Wastewater Treatment Plant (NRWWTP) for treatment under an interlocal agreement with Broward County.

The reuse water system includes a 7.5 MGD treatment facility that produces reclaimed water from Broward County-treated effluent for irrigation use, including municipal facilities, roadway medians, parks, and residential customers. The City provides reuse service to Lighthouse Point through an interlocal agreement and supplies reclaimed water via a master meter to customers in Pompano Highlands within the Broward County Water and Wastewater Services (BCWWS) service area.

The City of Pompano Beach operates and maintains its own stormwater management facilities within the City's right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, exfiltration trench, retention areas, outfalls, and canals that connect to the Intracoastal Waterway.

The System operates as enterprise funds supported primarily by user fees and charges. Customers located outside the City's boundaries are generally subject to a 25% (percent) surcharge for water, wastewater, and reuse services, unless otherwise defined by interlocal or service agreement

3.3. Term of Contract

The City anticipates awarding a Service Agreement for an initial term of five (5) years. Rates and all other negotiated expenses shall remain in effect for the duration of the initial contract term and any approved renewal terms unless otherwise modified by mutual written agreement of the parties. Additional services or responsibilities may be added to the Agreement only by written amendment executed by both parties.

In the event a replacement agreement or renewal cannot be completed prior to the expiration of the Agreement, the City reserves the right, at its sole discretion, to extend the Agreement for a period not to exceed one hundred eighty (180) days, under the same terms, conditions, and pricing, to ensure continuity of services.

3.4. Proposal Submittal Due Date

The City will receive sealed proposals by **May 18, 2026, at 2:00 PM**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.5. Questions and Communication

http://www.pompanobeachfl.ionwave.net is the official method used by the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **May 6, 2026, at 5:00 PM** via http://www.pompanobeachfl.ionwave.net/. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

4. SCOPE OF SERVICES

4.1. Scope of Work

The City of Pompano Beach, FL, is seeking proposals from qualified firms to provide comprehensive Utilities Rate, Financial Planning, and Organizational Services. The selected firm will assist the City in evaluating and developing utility rates, financial planning, and organizational strategies to ensure the sustainability and efficiency of the City's utility services. The services will include, but are not limited to, rate studies, financial forecasting, cost-of-service analysis, and organizational assessments.

4.1.1. Revenue Sufficiency Analysis

Develop a multi-year financial feasibility analysis (including 5-, 10-, 15-, and 20-year planning horizons) that integrates operational, capital, and financial policy requirements. The analysis shall include, but is not limited to:

- Development of a five and ten-year revenue requirement and rate projection model, with interim projections out to a fifteen and twenty-year planning horizon
- Forecasting of operating expenses, capital funding needs, cost recovery, and reserve requirements
- Evaluation of capital financing strategies, including debt issuance versus pay-as-you-go funding
- Scenario modeling to assess key variables, including:
    - Capital Replacement Plan (CRP)
    - Capital Improvement Plan (CIP) timing and prioritization alternatives
    - Regulatory compliance cost impacts
    - Debt issuance timing, structure, and affordability
- Identification of required rate adjustments to maintain financial sustainability and policy compliance
- Integration of financial policies, including reserve targets and debt service coverage requirements
- Sensitivity analysis to evaluate risks related to demand fluctuations, inflation, and growth assumptions
- Semi-annual updates to the financial projection model during the study period.
- Review and update assumptions at least annually to align with evolving priorities, including capital improvement needs, regulatory requirements, and system demand

4.1.2. Financial Policy Development

Review, evaluate, and recommend updates to the City’s financial policies, including but not limited to:

- Debt service coverage ratio targets
- Reserve policies (Operating, Debt, Renewal & Replacement, Emergency)
- Allocation and differentiation policies for contributions to the City’s general fund, Utilities operating, capital, and reserve funds.
- Minimum and target working capital/cash balances
- Capital financing strategy (debt, pay-go, grants, SRF, WIFIA, federal/state funding)
- Implement a capital improvement surcharge with restricted-use proceeds dedicated to capital planning for aging assets located outside the city boundaries.
- Prepare financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operational programs, including preparing for and attending presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
- Advise (financial, not legal) the City in the preparation of loan documents to obtain funding from agencies such as the Florida Department of Environmental Protection, banks, and other lending agencies.
- Best-practice alignment with peer utilities and industry standards
- Perform benchmarking analysis, reserve levels, and financial policy benchmarks
- Ensure compliance with all relevant standards, including American Water Works Association (AWWA) guidelines and Governmental Accounting Standards Board (GASB) requirements.

4.1.3. Rate Structure Analysis

A comprehensive review of the City's current rate structure to ensure affordability, transparency, and policy alignment. Tasks include, but are not limited to:

- Review of existing customer class usage and provide recommendations based on Florida rate, including consumption pattern analysis
- Evaluation of fixed vs. volumetric revenue balance
- Review of tier structures and inclining block methodology, taking conservation into consideration
- Evaluate and make recommendations on an approach for cost allocation for surcharge cost levied on boundary municipalities for capital improvement expenses attributable solely to their systems
- Review and analyze the annual Lauderdale-by-the-Sea true-up calculations and provide recommendations to ensure full cost recovery for current operations and future capital improvements.
- Advise on large user or pass-through agreements and service contracts, e.g., Broward County Wastewater Agreement, Lighthouse Point Reuse Agreement, to ensure full cost recovery for current operations and future capital improvements. Services may include drafting agreements, reviewing documents, negotiating among affected parties, and performing financial or economic analyses required for evaluation.
- GIS integration for parcel, customer class, and service area alignment
- Revenue elasticity modeling
- Affordability analysis, including evaluation of customer assistance options
- Address growth and projected demands for both Water and Sewer into the rate structure
- Identification of rate structure modifications to meet the City's objectives of
  - Fiscal stability
  - Equity and proportionality
  - Conservation and efficiency
  - Regulatory and cost-of-service compliance
- Perform benchmarking analysis for rate structure comparisons (e.g., fixed and volumetric fee, tier count, block size, inclining block steepness, etc.)

4.1.4. Utility Billing and Data Review

Perform a comprehensive review of utility billing, consumption, and financial data systems to support accurate rate development and revenue analysis as needed, including:

- Review utility billing data and revenue records for accuracy and consistency
- Develop familiarity with the City's utility billing system and financial systems
- Perform revenue reconciliation and consumption validation analyses
- Identify data limitations and recommend improvements where appropriate

4.1.5. Development Services Process

Develop a Utility development services process and fee structure, including:

- Workflow process for assessment, including application intake, fee collection, plan review, permitting, inspections, meter installation, and final acceptance.
- Provide a standardized developer agreement template, including roles and responsibilities, construction requirements, asset transfer, and acceptance procedures.
- Assess and recommend updates to development-related fees (e.g., cost recovery fees, capacity charges, connection fees) to ensure alignment with actual service costs and equitable cost allocation.
- Ensure fees and policies support capital improvement needs and appropriate funding of growth-related infrastructure.
- Recommend standardized procedures for fee collection, permitting, inspections, testing, and transfer of assets, including documentation and system integration.
- Documentation & Implementation: Prepare clear documentation of recommended fees, policies, and procedures, and ordinance updates to support implementation.

4.1.6. Miscellaneous Service Charges Review
Evaluate and provide cost-based recommendations for all miscellaneous water and sewer service charges, including but not limited to:
- Connection fees
- Tap fees
- Meter installation charges
- Service turn-on/turn-off fees
- Late/delinquency fees
- Miscellaneous field service charges
- Collection's system assessment fees
- Tampering fees

4.1.7. Grant Assistance
Support the identification, application, development, and implementation of grant assistance programs, with a focus on affordability and equity. Services may include, but are not limited to:
- Identification and assistance to apply for applicable federal, state, and local grant or other funding opportunities
- Development of low-income and fixed-income customer assistance programs, inclusive of eligibility criteria and administrative processes
- Integration of assistance programs into the overall rate structure and financial plan.

4.1.8. Organizational Structure
The Consultant shall evaluate the Utilities Department's current and future organizational needs, including:
- Organizational structure assessment to enhance functionality and efficiency, and facilitate the adoption of digital and transformational platforms to meet current and future industry standards.
- Assist with strategic implementation and training strategies to facilitate organizational change management.
- Review operations of each division, staffing hierarchy and levels, position classifications and job descriptions, compensation, and pay range comparison
- Recommendations for restructuring, inclusive of positions needed to meet operational and regulatory demands.
- Assist in the development of performance metrics and key performance indicators (KPIs) to monitor and improve organizational performance
- Advise on succession planning, knowledge retention planning, and assessment.

4.1.9. Communication Tools & Public Engagement Support
Provide communication tools to support both internal decision-making and public outreach:
- Excel-based, user-friendly financial and rate model with instructions
- Visual aids illustrating rate impacts, financial trends, and policy options
- Policy briefs and executive summaries
- Public workshop materials and presentations
- Provide updates to ordinances, resolutions, and policies necessary to implement recommendations.
- Presentations to City Commission and stakeholder groups
- Coordination and collaboration with various internal and external stakeholders, including Administration, Budget, Finance, Engineering, Planning & Zoning, Legal, Private Entities, and the Public as needed.

4.1.10. Deliverables

All deliverables must be provided in electronic format at a minimum, and in other formats as requested by the City. Deliverables can be, but are not limited to:

- Multi-year financial plan and rate model (e.g., Excel-based)
- Revenue sufficiency analysis report
- Updated financial policies and procedures
- Comprehensive Rate Study
- Interim rate structure update, recommendations, and comparisons
- Miscellaneous fee and deposit analysis and recommendations
- Ordinance and Policy review and updating Assistance
- Benchmarking report
- Development services fee/process assessment and update
- Organizational structure assessment
- Dashboard visualizations and presentation materials.

4.2. Work Authorizations

For each assignment, a work authorization will be issued. The Firm will be requested to submit a proposal for each assignment, including a detailed scope of work, assigned staff, job titles, and hourly rates.

Travel: All reimbursable expenses will be estimated at the time each Work Authorization is negotiated.

All requests for payment of eligible expenses and other charges for reimbursement under the terms of the Work Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the City.

The City reserves the right to issue work authorizations for discrete tasks and does not guarantee all services will be utilized.

4.3. Service Requirements

A. The selected firm must have a proven track record of providing similar services to municipalities or utility providers.
B. The firm must assign a dedicated project manager to oversee all aspects of the project and serve as the primary point of contact for the City.
C. The firm must provide regular progress reports and updates to City staff, including detailed documentation of all findings and recommendations.
D. The firm must be available for meetings and presentations with City staff, elected officials, and other stakeholders as needed.
E. The firm must ensure that all work is completed in a timely manner and within the agreed-upon budget.

4.4. Delivery Requirements

A. The firm must submit a detailed project plan and timeline within two weeks of contract award.
B. All deliverables, including reports, presentations, and models, must be submitted in electronic and/or hard copy formats.
C. The firm must provide training and support to City staff to ensure the successful implementation of all recommendations.
D. The firm must be available for follow-up consultations and support as needed.
E. All deliverables must be submitted in accordance with the agreed-upon timeline and to the satisfaction of the City.

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Minimum Requirements from Proposers

To be considered responsive, the Proposer must meet all of the following minimum requirements. Failure to demonstrate compliance with any requirement may result in the proposal being rejected as non-compliant.

- Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP. Municipal experience preferred.
- The proposer must have sufficient staff and computer technology ability to prepare and/or update at least one enterprise rate study (e.g., water/wastewater, and/or stormwater) and one bond feasibility report annually (this does not mean that the City will assign this work, only that the Successful Proposer shall have the capability to perform the work).
- If sub-contractor service is proposed, verification of qualifications shall be submitted with the proposal.

5.2. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (https://pompanobeachfl.ionwave.net) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at http://www.pompanobeachfl.ionwave.net/. Submissions must include all documents, requirements, and attachments advertised on the website, as listed in the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.3. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for conducting any necessary investigations, evaluations, and examinations to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.4. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.5. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term, unless otherwise provided for by a negotiated contract or a written amendment to the 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. If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

5.6. Coordination With The City

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

5.7. Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations and investigate the Proposer's responsibility. Furthermore, it reserves the right to declare the Proposer not responsible if the history of violations warrants such a determination in the City's opinion. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

6. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

This section outlines the proposal requirements and evaluation criteria that will be used to assess and score Proposals. The maximum possible points awarded for each section are noted. Failure to respond to or provide incomplete responses to any of the evaluation criteria below will result in zero or reduced points for the criterion and may lead to the disqualification of the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposer's Format:

6.1.1. Title page:

- Show the project name and solicitation number, the name of the Proposer's firm, business address, telephone number, name, title, email address, and phone number of the primary contact person, and the date.

6.1.2. Table of Contents:

- Include a clearly organized table of contents identifying sections and corresponding page numbers.

6.1.3. Letter of Interest:

Submit a letter of Interest, signed by an authorized representative of the Proposer's firm, expressing the Proposer's commitment to provide the services described herein. In the letter, include:

- Legal name of the Proposer and any joint venture partners (if applicable)
- Federal Tax Identification Number
- Office address
- Primary Contact name, title, phone number, and email

6.1.4. Company Profile

Provide a comprehensive overview of the Proposer, including:

- Company's history and years in operation
- Legal structure (e.g., sole proprietorship, partnership, LLC) and ownership details
- Description of core services related to utilities financial consulting.
- Organizational structure and key personnel
  - Include resumes for key personnel proposed for this contract, highlighting relevant experience within the past five (5) years.
  - The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the 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.

6.1.5. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

6.1.6. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

6.1.7. Office Locations:

The Proposer shall identify the office location(s) from which the services under this Agreement will be performed. At a minimum, the Proposer must specify the primary office location of the assigned Project Manager and all key personnel proposed for this project.

For each identified office location, include the physical address and indicate which team members will be based at that location. If personnel are working remotely or from multiple offices, clearly describe those arrangements.

The City reserves the right to consider the location of key personnel and the Proposer's ability to provide timely on-site support, coordination, and responsiveness as part of its evaluation.

6.2. Experience and Qualifications (Maximum 30 Points):
Proposers shall demonstrate their qualifications and experience performing services similar in scope, scale, and complexity to those required under this solicitation. Emphasis will be placed on experience with municipal utility systems of comparable size and operational complexity, including Water, Wastewater, Reuse, and Stormwater utilities.

Proposers shall clearly describe their experience and capabilities in the following areas:
- Revenue sufficiency studies, cost-of-service analyses, and rate design
- Utility billing and consumption data analysis
- Financial modeling, forecasting, and long-term financial planning
- Development and implementation of tariffs, surcharges, and rate stabilization strategies
- Developer services assessment and implementation
- Experience working with large users and wholesale customers, including evaluation and negotiation of service agreements
- Support for the issuance of revenue bonds or other debt financing mechanisms for capital or major operational programs
- Development and implementation of low-income and equity-based assistance programs
- Organizational assessments and implementation strategies for municipal utilities

Experience in Florida or comparable regulatory environments is preferred.

Proposers should provide descriptions of relevant projects and engagements that demonstrate their ability to successfully perform the required services. Project descriptions should highlight the Proposer's role, scope of work performed, and key outcomes or results achieved.

The Evaluation Committee will assess the Proposer's overall experience, depth of expertise, and demonstrated ability to perform the required services based on the information provided.

6.3. Project Approach and Methodology (Maximum 25 Points):
Understanding of the City's objectives, unique challenges, and desired outcomes. The proposed approach should include:
- Methodology for financial modeling, rate design, rate stabilization, scenario analysis, and policy development, including proposed tools, data analysis techniques, and approach to developing customized solutions.
- Knowledge of current industry trends, demand for innovative programs, and advanced ratemaking mechanisms.
- Ability to communicate effectively, engage internal and external stakeholders, and collaborate with City staff and others as needed.
- Proposed project management approach, including the timeline, deliverables, and communication plan.

Clarity, innovation, and the methodology's practicality will be considered.

6.4. Project Team and Key Personnel (Maximum 15 Points):
Qualifications, experience, and availability of key personnel assigned to the project. Includes:
- Identification of key team members, including subcontractors, with expertise in utility financial modeling, rate design, regulatory policies, tariffs, surcharges, and organizational analysis.
- Resumes of key personnel demonstrating knowledge, skills, and professional licenses and or certifications applicable to the services.
- Current and anticipated workload of key personnel

6.5. <u>Relevant Project Experience/References (Maximum 15 Points):</u>
Proposers shall demonstrate successful completion of projects similar in scope, scale, and complexity to the services required under this solicitation.

Submittals shall include:

- References from a minimum of three (3) municipal clients within the past five (5) years
- Emphasis on projects involving multi-utility systems, including Water, Wastewater, Reuse, and Stormwater services
- Description of each referenced project, including scope of services performed and outcomes achieved

Letters of commendation or recommendation may be included as supplemental documentation.

The Evaluation Committee will evaluate the relevance, complexity, and demonstrated success of the Proposer's past projects, with particular emphasis on experience with municipal and multi-utility systems.

6.6. <u>Fees (Maximum 10 Points):</u>
Fee structure must be reasonable, transparent, and competitive:

- Provide the hourly rate for all job titles, for the firm and the subcontractor.
- Include any other fees or charges that may apply, including administrative charges, etc.

Rate Sheet to be included in Exhibit B

6.7. <u>Local Business Program (Maximum 5 points)</u>
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 that 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 limits of the city. 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 within the limits of the city. 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 that 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 limits of the city. 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 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.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, 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 projects and after projects have been 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 an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

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

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.

For evaluation purposes, local vendors shall receive the following preferences:

Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

PROPOSERS APPLYING FOR TIER 1 STATUS, OR THOSE LISTING LOCAL SUBCONTRACTORS OR SUBCONSULTANTS IN EXHIBIT A, MUST PROVIDE A VALID CITY OF POMPANO BEACH BUSINESS TAX RECEIPT FOR THE PROPOSER AND FOR EACH LOCAL SUBCONTRACTOR OR SUBCONSULTANT IDENTIFIED. FAILURE TO INCLUDE THE REQUIRED BUSINESS TAX RECEIPT(S) WILL RESULT IN THE DISQUALIFICATION OF THE SUBCONTRACTOR OR SUBCONSULTANT FROM THE LOCAL BUSINESS PROGRAM (SECTION 6.5) AND THE LOSS OF ALL ASSOCIATED POINTS.

IF A PROPOSER IS NOT CLAIMING PARTICIPATION IN ANY LOCAL BUSINESS PROGRAM TIER, THE REQUIRED FORMS (EXHIBITS A THROUGH D, AS APPLICABLE) MUST STILL BE SUBMITTED AND CLEARLY MARKED "NOT APPLICABLE" THROUGHOUT. PROPOSALS SUBMITTED WITHOUT THE REQUIRED DOCUMENTATION WILL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

6.8. <u>Other Required Documentation</u>

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.8.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

6.8.2. Insurance

Please see Exhibit B with the Insurance Requirements in the Attachments tab of the eBid System.

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements may disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-compliant by the City of Pompano Beach. The City reserves the right to determine whether any omission, deficiency, or deviation is material or minor and whether waiver is in the best interest of the City.

7.2. Evaluation Committee

Only Proposals determined by the Procurement and Contracts Department to be compliant with the submission requirements and Minimum Eligibility Requirements of this RFP will be forwarded to the Evaluation Committee for evaluation.

The City Manager will approve a selection evaluation committee to assist in evaluating the received Proposal(s) and selecting the most qualified company or firm. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one or more Proposers to the City Commissioners for the award and execution of a Service Agreement.

7.3. Evaluation Process - Presentations

The Procurement and Contracts Department staff will initiate an administrative review of the Proposals to determine compliance with the submission requirements and Minimum Eligibility Requirements set forth in this RFP. All Proposals determined to be compliant and eligible for evaluation will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		MAXIMUM POINTS
6.2	Experience and Qualifications	30
6.3	Project Approach and Methodology	25
6.4	Project Team and Key Personnel	15
6.5	Relevant Project Experience / References	15
6.6	Fees	10
6.7	Local Business Program	5

The Evaluation Committee reserves the right to shortlist the proposals received and/or to request oral presentations from the Proposers. If the Evaluation Committee requests presentations, they will be scheduled at a later date. Each invited Proposer will be provided with up to 20 minutes to present to the Evaluation Committee members, followed by a question-and-answer period. Pursuant to Section 286.0113(2)(b)1., Florida Statutes, the portion of an Evaluation Committee meeting at which a Proposer makes an oral presentation as part of this competitive solicitation may be conducted as an exempt session, limited solely to the presentation and questions directed to the presenting Proposer.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentations. After all members of the Evaluation Committee have provided their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted into rankings. After scoring (and presentations, if any), the Committee determines final rankings and recommends an award to one or more proposers. Based upon the final rankings, the Evaluation Committee may recommend that negotiations be conducted with one or more Proposers in ranked order, as determined to be in the best interest of the City. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with applicable Florida law and City procurement procedures.

7.4. Tie Breaker:

In case 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) Closest Proximity/Location to the Project site
4) Coin Toss

7.5. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may result in reduced points in the evaluation process or a determination that the Proposal is non-compliant, and may be deemed a technicality or a material deviation, depending on the nature and extent of the omission.

The Procurement and Contracts Department shall conduct an administrative review of all Proposals to determine compliance with the submission requirements and Minimum Eligibility Requirements of this RFP. Proposals determined by the Procurement and Contracts Department to be non-compliant may be rejected and shall not be forwarded to the Evaluation Committee for scoring or ranking. If more than one Proposal is determined to be compliant, the Procurement and Contracts Department shall present any identified omissions, deficiencies, irregularities, or technical deviations to the Evaluation Committee.

The Evaluation Committee shall consider and rely upon the compliance determinations made by the Procurement and Contracts Department and may recommend rejection of any Proposal containing a material deviation from the requirements of this RFP or may recommend waiver of minor irregularities or technicalities when determined to be in the best interest of the City. The City reserves the right to determine whether any omission, deficiency, or deviation is material or minor and whether waiver is in the best interest of the City.

If only one (1) compliant Proposal is received, or if only one (1) compliant Proposal remains after the administrative review, the City may proceed without scoring the Proposal and may negotiate the best terms and conditions with the sole Proposer, or may reject, cancel, or reissue the solicitation, as determined to be in the best interest of the City. The negotiation of a sole compliant Proposal under this subsection is an administrative action and may occur independently of the Evaluation Committee process.

7.6. Committee Questions:

The Committee reserves the right to ask clarifying questions once proposals have been opened, to require presentations from all Proposers, to interview any or all Proposers who respond to the RFP, or to make its recommendations based solely on the information contained in the submitted proposals. 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 company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for shortlisting purposes. After an initial review of the proposals, the City may invite selected proposals for an interview to discuss the proposal and meet with the company’s or firm’s representatives, particularly key personnel 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.

7.7. Committee’s Recommendations:

After completion of scoring and, if applicable, presentations, the Evaluation Committee shall determine the final rankings of the Proposers. The Committee may utilize rescoring based on the published evaluation criteria or may apply an ordinal ranking methodology following presentations, as determined by the Committee.

Based upon the final rankings, the Evaluation Committee may, in its discretion, recommend an award to one (1) Proposer, or may recommend that negotiations be conducted with more than one (1) Proposer in ranked order, when determined to be in the best interest of the City. If the Committee recommends negotiations with more than one Proposer, negotiations shall proceed in ranked order. The Committee may recommend proceeding to the next highest-ranked Proposer if negotiations with a higher-ranked Proposer are unsuccessful or an impasse is reached.

Pursuant to Section 286.0113(2), Florida Statutes, the Evaluation Committee may conduct exempt negotiation sessions with ranked Proposers prior to making its recommendation for award. Any such exempt negotiation sessions shall be conducted outside the presence of the public and other Proposers. The Committee shall recess the open public portion of the meeting to conduct any exempt negotiation session(s) and shall reconvene the open public portion of the meeting upon completion.

Upon completion of its evaluation and any exempt negotiation sessions, the Evaluation Committee shall, by motion and roll call vote, make its recommendation to the City Commission. City staff may assist in documenting and presenting the Committee's recommendation to the City Commission. Final scores and rankings are used solely to establish the negotiation order and do not determine the actual award.

The negotiation of a sole compliant Proposal is an administrative action and may occur independently of the Evaluation Committee process, as determined by the City. In all cases, City staff assigned to the project and procurement retain authority to negotiate the terms and conditions of any resulting agreement, subject to final approval by the City Commission.

7.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City Commission or by the City Manager if within his delegated authority, and executed by the parties. During the negotiation process, the City reserves the right to request a best and final offer from the Proposer with whom it is negotiating.

7.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP 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 Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the 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. Exceptions or deviations to this solicitation 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 the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

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

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period of no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

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

8.4. 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

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, 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 for compliance.

8.6. Staff Assignment

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

8.7. Contract Terms

The contract shall include, at a minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. 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, the 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.

8.8. 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.

8.9. Manner of Performance

The 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 who are educated, trained, 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, 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, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, of the highest quality, and with the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. 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.

8.13. Composition Of the Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the 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.

8.14. 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 representatives, successors, and assigns.

8.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at 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 party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. 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 the 17^{th} Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers 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 from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

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

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise, made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract 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 reproduction, during normal 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 Contractor 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 Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

8.23. 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.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

8.25. 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 a 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.

8.26. 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. In that case, the selected Proposer 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.

8.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion, on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

i. The volatility is due to causes wholly beyond the vendor's control and
ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
iii. The effect on pricing or availability of supply is substantial, and
iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this Solicitation and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

8.28. 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 26, payment will be made within 45 days after receipt of a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;
b. Upon request from the City’s custodian of public records, provide the City with a copy of the 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 Section 119, Florida Statutes, or as otherwise provided by law;
c. 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 Contractor does not transfer the records to the City; and
d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor 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.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded Proposer’s duty to provide public records relating to the 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

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method by which interpretation, clarification, or additional information can be provided. If any addenda are issued for this solicitation, they will be posted via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

10. ATTACHMENTS AND EXHIBITS

10.1. Appendix - City Forms

Cost ProposalBid
T1_T2_Form
Local Business Program Forms
Insurance Requirements

City of Pompano Beach
Procurement and Contracts Department
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

May 18, 2026

ADDENDUM #1

RFP26-040 Utilities Rate, Financial Planning, and Organizational Services

To Whom It May Concern,

Addendum #1 has been issued and posted on the City's eBid System.

Proposers are reminded to acknowledge receipt of this Addendum by completing the Addendum Attribute in the Attributes tab within the eBid System.

The City is issuing this Addendum to extend the bid due date to 2 P.M. Thursday, May 21st, 2026.

Proposers are responsible for reviewing all newly posted documents and incorporating this information into their proposals as applicable.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Michael Lee,
Purchasing Supervisor

cc: website