



Florida's Warmest Welcome

CITY OF POMPANO BEACH

**REQUEST FOR LETTER OF INTEREST
RLI25-031**

**CONTINUING CONTRACTS FOR AIRPARK ENGINEERING
SERVICES
CONSULTANT'S COMPETITIVE NEGOTIATION ACT(CCNA)**

VIRTUAL ZOOM OPENING: July 29, 2025, 2:00:00 P.M.

For access, go to:

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

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTER OF INTEREST (RLI)

RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES

Pursuant to Section 287.055, Florida Statutes Consultant's Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to Letter of Interest (RLI) to provide engineering services at the Pompano Beach Airpark on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI 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 firm or lobbyist for a firm 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 eBid System (IonWave) or the Purchasing Agent assigned to this solicitation. 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 RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

The City will receive proposals until 2:00:00 p.m. (EST), July 29, 2025, at 02:00 PM (ET). 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 received will be resolved against the firm.

Firms 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 for free 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 firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Procurement and Contracts Department
City of Pompano Beach, Florida

SCHEDULE OF EVENTS

RLI NUMBER:	RLI25-031
RLI TITLE:	CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES
RELEASE DATE:	6/24/2025
DATE PUBLISHED IN SUN-SENTINEL	6/29/2025
PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING	7/8/2025 at 10:00 A.M. (ET)
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	7/18/2025 at 12:00 P.M. (ET)
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	7/23/2025
RLI RESPONSES DUE DATE/TIME:	7/29/2025 at 02:00 P.M. (ET)
EVALUATION COMMITTEE MEETINGS	TBD
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

Non-Mandatory Pre-Proposal Meeting

The non-mandatory Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on 7/8/2025 , 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 is seeking professional companies/firms to work on various projects for the City. The projects range in magnitude from small-scale to extensive or specialized designs.

The types of projects to be undertaken may include, but are not limited to, the following:

- Engineering design and construction management/inspection
- Surveying
- Environmental
- Structural
- Mechanical
- Electrical
- Geotechnical testing and analysis
- Cost estimating and scheduling
- Grant support services

- Site plan review and analysis
- Environmental Assessment
- Environmental Impact Statement preparation
- Land use review
- Zoning review
- Tall structures evaluation
- Terminal Approach procedures (TERP's)
- Federal Aviation Regulations (FAR) Part 77 evaluation
- Related aviation support functions
- Bidding services
- Architectural and landscape architectural services
- Design studies to establish the framework and detailed work program
- Airport data collection and facility inventories
- Aeronautical activity forecasts and demand/capacity analyses
- Facility requirements determination
- Airfield modeling for capacity and delay
- Airport layout and terminal area plan development
- Airport noise studies under 14 CFR parts 150 and 161
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport development schedules and cost estimates
- Airport financial planning and benefit cost analysis
- Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects
- Environmental assessments (EA)
- Environmental impact statements (EIS)
- Other studies in accordance with FAA Orders 5050.4 and 1050.1, airspace analysis.

The preceding list of project types is intended to encompass the design and construction of capital improvement projects at the Pompano Beach Airpark. These projects have been selected from the City's 5-year Capital Improvement Plan. The City's approved Capital Improvement Plan (CIP) is included in the current Adopted Operating budget and may be found at the following link: <https://www.pompanobeachfl.gov/government/budget>

B. Compliance with CCNA

As a result of this RLI, all services provided under the contract must adhere to the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), as outlined in Section 287.055, Florida Statutes, including any subsequent amendments. The maximum allowable costs for projects or studies conducted under this contract are subject to the limits set by the CCNA, which are periodically adjusted.

The Respondent acknowledges that all services under this contract shall comply with the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), pursuant to Section 287.055, Florida Statutes, and any amendments.

The maximum allowable costs for projects or studies conducted under this contract shall not exceed the limits established by the CCNA as periodically adjusted. The limits are calculated annually based on the Consumer Price Index (CPI) or as determined by the Department of Financial Services. The department posts updated thresholds on its website each year.

Respondents are responsible for ensuring that their proposals align with the applicable statutory limits in effect at the time of submission and contract execution.

C. Scope of Services

The City intends to engage one or more qualified professional companies/firms to provide continuing consulting and specified works. The scope of services may include, but is not limited to, the following:

- Prepare preliminary design reports and/or design alternative recommendations. These reports may include various types of utility modeling, surveying, and field data analysis.
- Prepare all required bidding/construction documents for airfield-related projects. This may include surveys, design plans and construction documents, technical specifications, and cost estimates. Attend required pre-design, design, bidding, and bid award meetings.
- Attend the pre-bid conference and prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages for the issuance of all agency permits (e.g. Federal, State, County, and City).
- Prepare grant applications and obtain grant funding through the Federal Aviation Administration and Florida Department of Transportation.
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. These may include preliminary and final project acceptance, preparation and approval of punch list items, and project certification as required by all permitting agencies.
- The above projects and services represent the general types of projects that may be included in this Request for Letter of Intent (RLI). Task Orders may be issued for similar work or services required for the development, operation, and maintenance of the Pompano Beach Airpark.

Work of a specified nature may include but is not limited to, the work described above and the following;

- Airfield civil, electrical, and mechanical engineering
- Landside civil, electrical, and mechanical engineering
- Architectural and supporting services
- Planning studies
- Environmental studies
- Airspace studies
- Construction administration, observation, inspection, and testing
- NEPA for Various Projects
- RW 10-28 Rehab Construct
- Correct TW A Pavement Expanses Construct
- Taxiway M South of RW 10-28 Realign and HS 1 Mitigation Design
- ALP Pen and Ink Update
- Master Stormwater Management Plan Update
- Airspace Obstruction Mitigation Design
- Runway 6-24 Rehabilitation and RSA Corrections Design
- Taxiway L Rehab Design
- Runway 15 and 24 RVZ Corrections Design
- Parcel I Airspace Planning
- Taxiway M South of RW 10-28 Realign and HS 1 Mitigation Construct

- Wildlife Hazard Mitigation Design
- Runway 15-33 NAVAID Upgrades Design
- Airspace Obstruction Mitigation Construction
- New Air Traffic Control Tower Design
- Taxiway L Rehab Construction
- Runway 15 and 24 RVZ Corrections Construct
- Runway 6-24 Rehabilitation and RSA Corrections Construction
- Wildlife Hazard Mitigation Construction
- Runway 15-33 NAVAID Upgrades Construction
- Southwest GA Ramp Rehab and Expand Design
- Taxiway M Relocation RW 10-28 to TW D Design
- Taxiway M Relocation RW 10-28 to TW D Construction
- New Air Traffic Control Tower Construction
- Taxiway B Rehab Design
- Southwest GA Ramp Rehab and Expand Construction
- Taxiway F Rehab Design
- Southwest Airfield Reconfigure Design
- New Taxiway Q Design
- Runway 15 Extension Justification Statement
- Taxiway B Rehab Construction
- Runway 15 Extension Benefit-Cost Analysis
- Runway 15 Extension Environmental Assessment
- Taxiway F Rehab Construction
- Taxiway M Relocation North of RW 15-33 Design
- VSR Rehab Phase 1 Northwest Design
- Southwest Airfield Reconfigure Construct
- VSR Rehab Phase 1 Northwest Construct
- VSR Rehab Phase 2 Southeast Design
- New Taxiway Q Construction
- VSR Rehab Phase 2 Southeast Construct
- VSR Rehab Phase 3 Southwest Design
- Taxiway M Relocation North of RW 15-33 Construction
- VSR Rehab Phase 3 Southwest Construct
- Runway 15 Extension Design
- Runway 15 Extension Construction

Companies/Firms must have previous general engineering aviation experience. They must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Regulation.

D. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require the City to receive a signed Work Authorization (WA) form from the awarded company/firm. The forms shall be completed and include the agreed-upon scope, tasks, schedule, cost, and deliverables for the project. The awarded company(ies)/firm(s) must provide all applicable insurance requirements.

E. DBE Requirements:

The Disadvantaged Business Enterprise (DBE) policy ensures nondiscrimination in the award and administration

of the City's construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded respondent shall comply with and implement requirements of the U.S. Department of Transportation (USDOT) Rules and Regulations and Code of Federal Regulations (C.F.R.) 49 C.F.R. § 26, and the City's DBE Program Plan (collectively, the "DBE Program") in the award and administration of Subcontracts under any agreement resulting from this solicitation and associated contracts. The respondent shall not discriminate on the basis of race, color, national origin, or sex in the administration and performance of the contract. The respondent shall carry out DBE Program requirements in the award and administration of its subcontract agreements, regardless of tier. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

All firms qualifying under this solicitation are encouraged to submit proposals.

DBE Contract Goal(s):

The **DBE participation goals for this project will be established on a task order-by-task order basis**. The requirement must be met with DBE-certified firms, in accordance with 49 C.F.R. § 26.55, or through the demonstration of sufficient good faith efforts (49 C.F.R. § 26.53). A proposed DBE Utilization Plan is required as part of the RFQ response and will be scored. The respondent shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

Proposers submit a narrative to demonstrate their approach to ensuring nondiscrimination in contracting and facilitating DBE participation. Furthermore, proposers must list the DBE and non-DBE firms they intend to utilize to meet the associated DBE goals for each task order. This RLI will not require proposers to commit to specific dollar values or a percentage of DBE participation.

F. Term of Agreement/Contract

The contract is effective for three (3) years from the date of execution by the City and the firm. Upon the expiration of the initial term, the Contract may be renewed for up to two (2) additional one (1) year periods ("Renewal Terms"), provided that the Customer provides written notice of its intent to renew at least 90 days prior to the expiration of the then-current term. The renewal(s) shall be subject to the same terms and conditions as set forth herein unless otherwise mutually agreed in writing prior to the renewal date.

G. Project Web Requirements:

1. This project will utilize e-Builder EnterpriseTM, a web-based project management tool. This application is a collaboration tool that will allow all project team members continuous access through the Internet to important project data and up-to-the-minute decision and approval status information. e-Builder EnterpriseTM is a comprehensive project and program management system that the City will use to manage all project documents, communications, and costs between the lead consultant, sub-consultants, design consultants, contractors, and the City. e-Builder EnterpriseTM includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all companies/firms selected to provide services for the City of Pompano Beach.
2. Lead and sub-consultants shall conduct project controls outlined by the City, project manager, and/or

construction manager utilizing e-Builder Enterprise™. The city shall provide the designated web-based application license(s) to the prime consultant and sub-consultants. No additional software will be required.

The lead consultant and sub-consultants shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, City Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests, and the like, will be submitted in digital format via e-Builder Enterprise™.

H. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Firm 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 in the manner specified below, with the sections clearly labeled.

Title page:

Show the project name and number, the name of the Firm'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 Firm'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 Firm, their title(s), office, and email addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

Companies/Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed and how their company/firm proposes maintaining time schedules and cost controls.

Schedule:

Firm shall provide a timeline highlighting proposed tasks that meet all applicable deadlines.

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 Firm's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the Firm's activities with the project.

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

Project Team Form:

Submit a completed “Project Team” form. This form aims to identify the proposed team's key members, including any specialty subconsultants.

Organizational Chart:

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Firm must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this solicitation. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects [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 sub-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 and/or sub-consultants 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.

DBE Participation:

Proposers submit a narrative to demonstrate their approach to ensuring nondiscrimination in contracting and facilitating DBE participation. Furthermore, proposers must list the DBE and non-DBE firms they intend to utilize to meet the associated DBE goals for each task order. This RLI will not require proposers to commit to specific dollar values or a percentage of DBE participation.

Litigation:

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

City Forms:

The Firm 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 Firm 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 proof of financial solvency, including additional documents post-proposal opening and prior to evaluation that demonstrate the Firm's ability to perform the resulting agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Firms shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Firms 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 Firm 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 proof of financial solvency, including additional documents post-proposal opening and prior to evaluation that demonstrate the Firm'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)

I. 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 get in touch with 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 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 the employment, control, and conduct of its employees and any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
 - (a) Naming the City of Pompano Beach as an additional insured as the City’s interests may appear, on General Liability Insurance only, relative to claims which arise from the firm’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 claim 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 claims 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.

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.

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 Firm, the Awarded Firm 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, then 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 Firm enter into such an agreement/contract on a pre-loss basis.

J. 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 Letter of Interest(s) received and to select the most qualified firm(s). All Letters of Interest will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RLI. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm 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	Prior experience of the company/firm with projects of similar size and complexity: <ul style="list-style-type: none">a) Number of similar projectsb) Complexity of similar projectsc) References from past projects performed by the company/firmd) 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)	0-40

2	Qualifications of personnel including sub-contractor/sub-consultants:	0-35
	a) Organizational chart for project	
	b) Number of technical staff	
	c) Qualifications of technical staff:	
	d) Number of licensed staff	
	e) Education of staff	
	f) Experience of staff on similar projects	
3	Proximity of the nearest office to the project location:	0-15
	a) Location	
	b) Number of staff at the nearest office	
4	DBE Utilization Plan	0-10
	a) How viable is the respondent's strategy for ensuring nondiscrimination in contracting in accordance with the DBE program requirements?	
	b) Has the respondent provided a list of DBE firms to be used throughout the Project?	
	c) Has the respondent identified significant roles and responsibilities for DBE firms?	
	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 there is a tie for the highest-ranked firms, 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) DBE
- 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 Letter of Interest containing material deviations from the RLI. 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 that Procurement and Contracts Department staff 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 Letter of Interest 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 sessions 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 an award to one (1) or more 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 this 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 award recommendation for this RLI 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 solicitation “as is” or by adopting a modified version.

K. Hold Harmless and Indemnification

Firm 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.

L. 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 firms), 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 Firm r 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.

M. 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 in order 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, at no cost to the City, all public records in possession of the awarded company/firm, 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 that is compatible with the information technology systems of the City.

N. 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.

O. 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.

P. 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.

Q. Staff Assignment

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

R. 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. It shall be prepared by the City of Pompano Beach City Attorney.
- 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.

S. 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.

T. 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.

U. Manner of Performance

Firm 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.

Firm 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. Firm 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. Firm 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 Firm to comply with this paragraph shall constitute a material breach of agreement/contract.

V. 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.

W. 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 firms 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.

Firm'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, Firm 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 firms 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 Firm in preparing proposals or for any work performed therein.

X. 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 Firm 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 employee, the Firm must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statute, Section 112.313.

4. 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 Firm 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 contract's user department. 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 Firm 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

Y. Questions, Communication, and Addendums

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. 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 firm'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 firm 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.

Z. 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 firms 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 FIRM INFORMATION FORM

END OF THE RLI