



**Florida's Warmest Welcome**

**REQUEST FOR LETTER OF INTEREST (RLI)**

**CITY OF POMPANO BEACH, FLORIDA**

**RLI25-054 – COMPREHENSIVE DEPARTMENT DEVELOPMENT  
AND STRATEGIC IMPLEMENTATION PLAN TO ESTABLISH A  
STANDALONE POLICE DEPARTMENT FOR THE CITY OF  
POMPANO BEACH**

**PRE-SUBMITTAL MEETING:**

**May 1, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**[https://www.pompanobeachfl.gov/  
meetings](https://www.pompanobeachfl.gov/meetings)**

**RLI OPENING: May 20, 2025, at 2:00 PM**

**Virtual Zoom Meeting**

**For access, go to:**

**[https://www.pompanobeachfl.gov/  
meetings](https://www.pompanobeachfl.gov/meetings)**



## 1. SCHEDULE OF EVENTS

<b>RLI NUMBER:</b>	<b>RLI25-054</b>
<b>RLI TITLE:</b>	<b>COMPREHENSIVE DEPARTMENT DEVELOPMENT AND STRATEGIC IMPLEMENTATION PLAN TO ESTABLISH A STANDALONE POLICE DEPARTMENT FOR THE CITY OF POMPANO BEACH</b>
<b>RELEASE DATE:</b>	<b>April 29, 2025</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>May 1, 2025</b>
<b>PRE-SUBMITTAL MEETING: VIRTUAL ZOOM MEETING</b>	<b>May 8, 2025, at 3:30 PM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>May 9, 2025, at 5:00 PM</b>
<b>RLI RESPONSES DUE DATE/TIME:</b>	<b>May 20, 2025, at 2:00 PM</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>E-SUBMITTALS ONLY:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>SUBMITTAL VIRTUAL OPENING:</b>	<b><a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a></b>

## **2. INTRODUCTION AND GENERAL INFORMATION**

The City of Pompano Beach is seeking qualifications and expressions of interest from experienced public safety consultants, law enforcement professionals, and firms capable of developing and delivering a Comprehensive Department Development and Strategic Implementation Plan to establish a standalone municipal police department. The objective is to design and define the new department's structure, staffing, operational model, facilities, technology, and support systems, and to create a detailed phased strategy for implementation. The new department must be capable of delivering law enforcement services that match or exceed the current level of service provided under contract by the Broward County Sheriff's Office (BSO), while maintaining cost efficiency and operational excellence.

The selected consultant or firm must demonstrate expertise in municipal police department planning, transition logistics, organizational design, operational readiness, financial planning, legal compliance, and community engagement strategies. Prior experience in successfully guiding municipalities through establishing independent law enforcement agencies is essential.

The Strategic Implementation Plan must ensure that the newly created police department will, at a minimum, match the current operational capabilities, staffing levels, service quality, response times, specialized unit availability, and community policing efforts presently provided by BSO under its contract with the City.

This initiative requires a comprehensive, phased, and actionable approach that addresses all aspects necessary to establish an operational municipal police department, including governance structure, staffing, facilities, equipment procurement, training programs, communications systems, and legal and regulatory compliance. The selected consultant will focus first on the comprehensive development and design of the new police department, including organizational, operational, financial, and logistical planning, followed by the creation of a Strategic Implementation Plan that outlines the transition process from contracted services with BSO to an independent, fully operational City-managed police department.

The City seeks a partner who can deliver a robust, data-driven, and community-informed Strategic Implementation Plan that positions Pompano Beach for a seamless and successful transition to independent police operations.

### **2.1. PRE-SUBMITTAL MEETING**

The non-mandatory Pre-Submittal Meeting will be held via Virtual Zoom Meeting on May 8, 2025, at 3:30 p.m. (local). Attendance is non-mandatory; the City will only consider submittals from firms represented at the meeting. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

### **2.2. Submittal Due Date**

The City will receive sealed Submittals by **May 20, 2025, at 2:00 PM**. Submittals must be submitted electronically through the eBid System on or before the due date/time stated above. Submittals received after the due date will not be considered.

### **2.3. Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method the Procurement & Contracts Department uses, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RLI must be submitted using the Questions feature in the eBid System on or before May 9, 2025, at 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Consultants 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 RLI document or by an Addendum shall not be binding on the City.

### **3. SCOPE OF WORK**

The City of Pompano Beach seeks a qualified consultant or firm with proven expertise in public safety, law enforcement operations, and municipal government services to develop and deliver a Comprehensive Department Development and Strategic Implementation Plan to establish a standalone municipal police department. The objective is to design and define the new department's structure, staffing, operational model, facilities, technology, and support systems, and to create a detailed phased strategy for implementation. The new department must be capable of delivering law enforcement services that match or exceed the current level of service provided under contract by the Broward County Sheriff's Office (BSO), while maintaining cost efficiency and operational excellence.

The selected consultant will focus first on the comprehensive development and design of the new police department, including organizational, operational, financial, and logistical planning. Then, a Strategic Implementation Plan will be created that outlines the transition process from contracted services with BSO to an independent, fully operational, City-managed police department.

1. Community Needs Assessment
  - Assessment of current BSO-provided services to the City of Pompano Beach and other cities
  - Crime patterns and law enforcement coverage that currently exist within the City of Pompano Beach
  - Stakeholder feedback from residents, businesses, and organizations
2. Department Organization and Operational Planning
  - Develop an organizational and operational structure for the new department
  - Design service models that ensure delivery of law enforcement services equivalent to or better than the current services provided
  - Recommend staffing levels, specialty units, patrol zones, and administrative roles
  - Internal policy and SOP development
3. Staffing and Recruitment
  - Develop staffing plans with recruitment and retention strategies.
  - Provide guidance on key leadership hires (e.g., Police Chief search support).
4. Budget and Financial Planning
  - Initial startup cost estimates
  - Long-term operating costs (5-year projections)
  - Salary and benefits analysis through benchmarking with other local agencies
  - Identification of potential funding sources, including federal, state, and/or other grant funding sources
5. Facilities and Space Needs
  - Current and future space planning for administrative offices, evidence storage, booking, training, fleet, and specialized units.
  - Statutory and security design requirements (e.g., sallyports, holding, records)
  - Develop facility buildout/renovation plans aligned with department growth projections.
6. Technology and Equipment Planning
  - Identify equipment needs and requirements such as body-worn cameras, communications, technology, and other necessary equipment
  - Lifecycle cost planning
  - Software and hardware integration with City and County systems

7. Fleet and Specialty Vehicle Planning
  - Identify what requirements will be needed for the City's Fleet and Specialty Vehicle Development
  - Lifecycle cost planning
8. Transition and Risk Management Planning
  - Step-by-step transition roadmap
  - Identification of legal, operational, and logistical milestones
  - Timetable and risk mitigation strategies
9. Intergovernmental Coordination
  - Address coordination needs with neighboring municipalities, county services (e.g., SWAT, Bomb Squad, etc.), and mutual aid agreements.
  - Coordination with local, county, and state agencies
10. Public Engagement and Transparency
  - Community outreach planning
  - Public meetings, surveys, and online engagement strategies
  - Communication strategies to ensure public understanding and trust

**Deliverables:**

The selected consultant will be expected to provide:

1. Comprehensive Department Development and Strategic Implementation Plan, including all findings, designs, operational models, financial projections, and actionable transition steps.
2. Detailed Financial Model, encompassing projected startup costs, capital investment needs, operating budgets, staffing and compensation estimates, and long-term (5-, 10-, and 20-year) financial forecasts.
3. Organizational Chart and Staffing Plan, outlining departmental structure, command hierarchy, staffing levels, specialty unit recommendations, and job classification descriptions.
4. Facilities Needs Assessment and Planning Report, detailing facility requirements, future space projections, statutory compliance needs, and proposed buildout or renovation strategies.
5. Technology and Equipment Procurement Plan, identifying operational technology needs, communication systems, records management, body-worn cameras, and related technology integration strategies.
6. Fleet and Specialty Vehicle Plan, providing vehicle needs assessment, acquisition strategies, and lifecycle cost management plans.
7. Community Engagement and Public Outreach Plan, detailing community input strategies, engagement milestones, and public transparency initiatives to ensure resident trust and support.
8. Transition and Risk Management Plan: This plan provides a detailed phased transition roadmap, risk identification and mitigation strategies, legal considerations, and operational contingency plans.
9. Implementation Timeline and Milestone Schedule: This section sets forth a clear, month-by-month project calendar that identifies key activities, responsible parties, and critical deadlines.
10. Sample Case Studies, highlighting examples of successful law enforcement department development and transition projects conducted by the consultant team.
11. Progress Reporting, including weekly or biweekly written updates to City project managers summarizing activities completed, current status, risks encountered, and next steps.
12. Presentation Materials, including PowerPoint and summary briefing documents at key project milestones
13. Presentations to City officials and the public at key project milestones.

**Timeline:**

The Strategic Implementation Plan must be completed within 120 days of contract award unless the City agrees to approve a different timeline in writing.

#### **4. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

##### **4.1. Submission Format Requirements**

Submittals 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 Submittals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within 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 Consultant to ensure its Submittal is successfully submitted in the eBid System before the established deadline for Submittal submission.

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

##### **4.2. Consultant's Responsibilities**

Before submitting a response, the Consultant shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, 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 Consultant 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 Consultant.

##### **4.3. Costs Incurred by the Consultant in Preparation of the Submittal**

Consultants are responsible for any and all costs associated with responding to this RLI. The City will not reimburse any Consultant for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Submittals, 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 Consultant and shall not be reimbursed by the City.

##### **4.4. Composition Of Project Team**

The principals and personnel named in the Submittal 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.

## **5. Submittal Requirements and Evaluation Criteria**

This section represents the information that will be utilized to determine if the Submittals are complete and the assignment of points following the evaluation criteria in Section 6 for the Submittal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire submission. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the Submittals be organized as specified below:

### **5.1. Consultant's Qualifications and Experience (Maximum 30 Points)**

#### **5.1.1. Title page:**

Show the Request for Letter of Interest name and number, the name of the Consultant's firm, address, telephone number, name of the contact person, and the date.

#### **5.1.2. Table of Contents:**

Include a clear identification of the material by section and by page.

#### **5.1.3. Letter of Interest:**

A letter of Interest, signed by an authorized representative of the Consultant's firm, expresses the Consultant's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission
- Describe the firm's history, including how long it has been in business.
- Include the firm's experience interacting with City Commissions or similar public governing boards.
- Describe the firm's size in terms of personnel and contracts.
- List of clients the firm has served under similar contracts.
- Additional services offered by the firm that may be of interest to the City.

#### **5.1.4. Organizational Chart and Principal/Key Team Members:**

Identify the management plan and provide an organizational chart for the team. The Consultant 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 that will be designated as principals and/or key team members for the Consultant, and how these team members are specifically qualified to perform the work. Qualifications and Resumes of Key Personnel, demonstrating relevant expertise, background, and experience for each principal member of the consultant team assigned to the project.

The Consultant 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 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.

#### **5.1.5. 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 Consultant 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 Consultant entity or any of its affiliates.

### **5.1.6. 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 Consultant must include a letter that no litigation exists within the past (5) years.

### **5.1.7. 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 the sub-consultants that may be utilized to support any or all of the professional services listed above, as well as the number of professional and administrative staff at the prime office location. The Consultant shall state whether their office possesses a customer service line. If firms are situated outside the tri-county area (Broward, Palm Beach, and Miami-Dade Counties), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

## **5.2. Approach and Methodology (Maximum 50 Points)**

The selected consultant will focus first on the comprehensive development and design of the new police department, including organizational, operational, financial, and logistical planning. Then, a Strategic Implementation Plan will be created that outlines the transition process from contracted services with BSO to an independent, fully operational, City-managed police department. The consultant must address:

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12. Presentation Materials, including PowerPoint and summary briefing documents at key project milestones
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**Timeline:**

The Strategic Implementation Plan must be completed within 120 days of contract award unless the City agrees to approve a different timeline in writing.

**5.3. References (Maximum 10 Points)**

Respondents must demonstrate proven experience conducting comprehensive public safety and law enforcement service evaluations for municipalities and counties considering the establishment of a municipal and/or county police department. Respondents should provide examples of previous studies they have conducted, including instances where their final recommendations supported either the creation of a new department or the continuation of existing contracted services.

To verify this expertise, respondents must submit no more than five (5) references from past projects of similar size and scope, with preference given to projects located within the South Florida tri-county area, including Broward, Miami-Dade, and Palm Beach Counties. References may include both completed and active projects. For each referenced project, respondents must describe the project's scope, complexity, and financial terms, such as budget, capital, and operational costs. Respondents must also clearly outline their specific responsibilities and roles within each project and indicate whether the engagement involved the creation of a new police department, enhancement of an existing department, or the evaluation of contracted law enforcement services.

Additionally, respondents must provide the contact information of an individual in a position of responsibility who can verify and attest to the respondents' contributions for each project. Contact information must include the individual's name, title, agency or organization, telephone number, and email address. The successful consultant team must include key personnel whose experience aligns with the required expertise areas, as demonstrated through the submitted references. Failure to demonstrate relevant and comparable experience may result in disqualification from further consideration.

#### **5.4. Cost (Maximum 10 Points)**

The City anticipates entering into a fixed-fee agreement, with payment structured either upon execution of a contract or upon the satisfactory completion and acceptance of defined deliverables. Final acceptance of the deliverables—specifically the final report—shall signify the conclusion of the contract.

Respondents shall submit a proposed fixed fee for the scope of services described, including all costs associated with performing the work. This includes, but is not limited to, labor, materials, overhead, travel, administrative expenses, and profit. No additional charges will be accepted beyond the fixed fee.

In addition, respondents are requested to provide a schedule of hourly rates for any potential as-needed services that may arise outside the primary scope of work during the engagement. These rates will only apply if additional services are requested and authorized in writing by the City.

#### **5.5. Other Required Documentation**

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

##### **5.5.1. City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, and completed Local Business forms. These forms are included in this RLI and are 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.

##### **5.5.2. Insurance**

The insurance described herein reflects the requirements deemed necessary for this project by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will speed the review process. The contractor 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.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to the City staff responsible for oversight of the subject project/contract.

CONTRACTOR 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 on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the 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's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its 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, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

#### **TYPE OF INSURANCE LIMITS OF LIABILITY**

##### **GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises – operations bodily injury and property damage

\_\_\_ explosion & collapse

\_\_\_ hazard

\_\_\_ underground hazard

XX products/completed bodily injury and property damage combined

XX operations hazard

XX contractual insurance bodily injury and property damage combined

XX broad form property damage, bodily injury, and property damage combined

XX independent contractor's personal injury

XX personal injury

☐ sexual abuse/molestation  
☐ liquor legal liability

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**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

XX comprehensive form

XX owned

XX hired

XX non-owned

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**Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.**

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**REAL & PERSONAL PROPERTY:**

☐ Comprehensive form

Agent must show proof they have this coverage.

**EXCESS LIABILITY:**

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

XX other than umbrella bodily injury and property damage combined

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**ENVIRONMENTAL / POLLUTION LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

☐ environmental/pollution liability

**PROFESSIONAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

☐ professional liability

**CYBER LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

☐ 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 and for not less than four (4) years after termination/ completion of the Agreement.

**CRIME LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

- c. If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
3. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for the Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
  - i. Certificates of Insurance evidencing the required coverage;
  - ii. Names and addresses of companies providing coverage
  - iii. Effective and expiration dates of policies; and
  - iv. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. **Insurance Cancellation or Modification:** Should any 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 contractor hereby 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 contractor 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 Contractor enter into such agreement/contract on a pre-loss basis.
7. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
8. Builder Risk insurance is not required.

## **6. EVALUATION AND AWARD**

### **6.1. Minimum Eligibility Requirements**

All Submittals received must meet the minimum eligibility requirements as required in Section 5 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 Submittal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Consultant 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 Submittal being deemed non-responsive.

### **6.2. Evaluation Committee**

The City Manager will approve a selection evaluation committee to assist in evaluating the Submittal(s) received and to select the most qualified company or firm. All Submittals will be evaluated by the Evaluation Committee and Procurement & 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.

### **6.3. Evaluation Process**

Procurement & Contracts Department staff will initiate the review of the Submittals to determine the responsible and qualified Submittals that meet the Minimum Eligibility Requirements. All responsible and qualified submissions will be provided to the Evaluation Committee. The Evaluation Committee will score the Submittals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
5.1	Consultant's Qualifications and Experience	30
5.2	Approach and Methodology	50
5.3	References	10
5.4	Cost	10

The Evaluation Committee shall rank the Consultants based on the criteria stated within this solicitation and the information provided in the Submittal. The Committee will also have the option to use the above criteria to shortlist the Submittals received and/or request oral presentations from the Consultants and the option to use an ordinal ranking system to score short-listed consultants following presentations, with a score of "1" assigned to the short-listed consultant deemed most qualified by the Committee.

If the Committee requests presentations, they will be scheduled in the future. If presentations are requested, the short-listed Consultants will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period. After all members of the Evaluation Committee provide their scores for all Submittals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Consultant(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

### **6.4. Tie Breaker:**

In case there is a tie for the highest-ranked Consultants, 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

**6.5. Technicalities:**

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

**6.6. Committee Questions:**

The Committee reserves the right to ask questions of a clarifying nature once Submittals have been opened, require presentations from all Consultants, interview any or all Consultants that respond to the RLI, or make their recommendations based solely on the information contained in the Submittals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Consultants and to use an ordinal ranking system to score short-listed Consultants following presentations (if deemed necessary), with a score of "1" assigned to the short-listed Consultant 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 Submittals, the City may invite Submittals for an interview to discuss the Submittal and meet the company's/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.

**6.7. Committee's Recommendations:**

The Evaluation Committee may recommend rejecting any Submittals or awarding the COMPREHENSIVE DEPARTMENT DEVELOPMENT AND STRATEGIC IMPLEMENTATION PLAN TO ESTABLISH A STANDALONE POLICE DEPARTMENT FOR THE CITY OF POMPANO BEACH. 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 negotiation sessions with as many ranked responsive and responsible Consultants, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked Consultant first, then the second-highest-ranked Consultant, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible Consultant 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, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Consultant.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Consultants 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 and responsible Consultant, first, then the second highest-ranked Consultant, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible Consultant if it chooses to do so. Each ranked responsive and responsible Consultant must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Consultant to the changes made during the negotiation session and be prepared to provide the Consultant's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Consultant during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible Consultants, 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 and responsible Consultants; to declare an impasse with a ranked responsive and responsible Consultant; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Consultants. The Committee may declare an impasse with a ranked responsive and responsible Consultant at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Consultant(s). If negotiations are unsuccessful or have reached an impasse with a ranked Consultant, the Committee reserves the right not to recommend an award to a ranked Consultant if it is in the best interest of the City, and this must be stated on the record. The final scores are only a ranking of Submittals for negotiation (i.e., the highest-ranked Consultant will be the first to start the negotiations) and do not determine the actual award.

**6.8. Negotiations:**

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Consultant. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Consultant and may cease negotiations at any time. The Consultant 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, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Consultant with whom the City is negotiating.

**6.9. 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 Submittals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

**6.10. Contract Award**

The City intends to enter into an agreement with the most qualified consultant based on a competitive evaluation of the responses received. The contents of the selected consultant's submission will become contractual obligations. Failure to accept these obligations in the final agreement may result in cancellation of the award. All submittals submitted in response to this RLI will become the property of the City and will not be returned. If a contract is awarded, all materials and documentation developed under the agreement will become the exclusive property of the City.

The City reserves the right to:

- Waive any informalities or irregularities,
- Reject any or all submittals, in whole or in part,
- Accept the submittal deemed to be in the best interest of the City,
- Take any other action as determined to be appropriate.

At its discretion, the City may choose not to award a contract solely based on the responses to this RLI. Any information obtained through this process may be used to assess the qualifications and suitability of consultants. Unless otherwise prohibited by law, the City reserves the right to use any and all information submitted in response to this RLI, whether or not the consultant is selected or the submittal is amended. The City reserves the right to extend the due date if only one submittal or no submittals are received. In such cases, unopened submittals may be returned.

The City reserves the right to hold all submittals for up to 120 days following the submission deadline before awarding a contract.



## **7. STANDARD PROVISIONS**

### **7.1. RLI Conditions and Provisions**

The Submittal must be submitted to the City on or before the time and date stated herein. All Consultants, by submission of a Submittal, shall agree to comply with all of the conditions, requirements, and instructions of this RLI as stated or implied herein. All Submittals 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 Consultants are required to provide all information requested in this RLI. Failure to do so may result in the Submittal's disqualification.

The City reserves the right to postpone or cancel this RLI or reject all Submittals 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 Submittals, 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 Consultant in preparing Submittals or for any work performed therein.

### **7.2. Acceptance Period**

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

### **7.3. Withdrawal Of Submittals**

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

### **7.4. Protest Procedures**

The Protest Procedures established within the Procurement & 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 & Contracts Director. They may only be filed by bidders or Consultants whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement & Contracts, City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

### **7.5. 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 RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

### **7.6. Staff Assignment**

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

### **7.7. Contract Terms**

The contract shall include, at minimum, this RLI document and the successful Consultant's Submittal. 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.

**7.8. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, 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 duly executed writing.

**7.9. Manner of Performance**

The Consultant agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Consultant agrees that the services provided under the contract resulting from this RLI shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant 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. Consultant 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, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Consultant to comply with this paragraph shall constitute a material breach of contract.

**7.10. Quality**

All materials and supplies used to construct the services within this RLI shall be new unless otherwise specified. The items must be new, of the latest model, quality, and 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.

**7.11. Omissions**

Omissions in the specifications of the RLI, 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 Submittal.

**7.12. Hold Harmless and Indemnification**

Consultant 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 Consultant, 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 Consultant 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.

**7.13. Composition Of Project Team**

The principals and personnel named in the Submittal 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.

**7.14. Survivorship Rights**

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

#### **7.15. Termination**

The City of Pompano Beach may terminate the contract resulting from this RLI 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 RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

#### **7.16. Governing Law**

Any agreement resulting from this RLI 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<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

#### **7.17. Relationship to the City**

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

#### **7.18. Cone of Silence**

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 any aspect of this solicitation, except in writing, the Procurement & Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any Consultant or lobbyist for a Consultant 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 & Contracts releases a solicitation to the General Public. All communications must go through the Procurement & Contracts Department staff.

#### **7.19. Communications**

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

#### **7.20. Conflict Of Interest**

To determine any possible conflict of interest, each Consultant 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 an employee, the Consultant must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

#### **7.21. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Consultant, project team member, or anyone representing the Consultant 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 clarification purposes, a team's representatives shall include, but not be limited to, the Consultant's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Consultant and the Consultant'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/Submittal. **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 Consultant, rejects all responses, or otherwise takes action that ends the solicitation process.**

The Consultant 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.

#### **7.22. 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 Submittals of Successful and Unsuccessful Consultants, 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.

#### **7.23. 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.

#### **7.24. Drug-Free Workplace**

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

#### **7.25. 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 Submittal on a contract to provide any goods or services to a public entity, may not submit a Submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittals 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.

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

If the selected Consultant requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Consultant 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.

## **7.27. 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 & 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 & 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 ITB 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.

## **7.28. 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.

## **7.29. 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.

## **7.30. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this RLI 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.

### **7.31. 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 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.

### **7.32. Public Records Custodian:**

If the awarded Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the awarded Consultant'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**

## **8. 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 whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RLI solicitation, the addenda will be issued via the eBid System. The Consultant must obtain all Addendum/Addenda posted for this RLI in the eBid System before submitting a response to this RLI.