



Florida's Warmest Welcome

**REQUEST FOR LETTER OF INTEREST  
RLI 25-072**

**WATER AND REUSE TREATMENT PLANT PROJECTS -  
CONTINUING CONTRACTS (CCNA)**

**BID OPENING:  
October 1<sup>st</sup>, 2025, 2:00 PM**

**VIRTUAL PRE-BIDDERS CONFERENCE:  
September 10, 2025, 10:00 AM**

**For access, go to:**

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

**:**

Issue Date: August 28, 2025

**CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR LETTER OF INTEREST (RLI)**

**RLI 25-072 WATER AND REUSE TREATMENT PLANT PROJECTS - CONTINUING CONTRACTS (CCNA)**

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 submit a Letter of Interest (RLI) to provide engineering services at the Pompano Beach Water Treatment Plant 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), October 1, 2025**. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is accepted will be resolved against the 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

<b>RLI NUMBER:</b>	<b>RLI25-072</b>
<b>RLI TITLE:</b>	<b>WATER AND REUSE TREATMENT PLANT PROJECTS – CONTINUING CONTRACTS (CCNA)</b>
<b>RELEASE DATE:</b>	<b>8/28/2025, at 12:00 P.M.</b>
<b>PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING</b>	<b>9/10/2025, at 10:00 A.M.</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>9/22/2025, at 12:00 P.M.</b>
<b>RLI RESPONSES DUE DATE/TIME:</b>	<b>10/1/2025, at 02:00 P.M.</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

### Non-Mandatory Pre-Proposal Meeting

The non-mandatory Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on **9/10/2025, at 10:00 a.m.** (local). 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 Water Treatment Plant. 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:

- Reuse Water Treatment Plant Projects
- Water Treatment Plant Projects

#### **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.

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:

1. Prepare studies and recommend methods of operation and/or treatment.
2. Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying, and field data analysis.
3. Prepare all required bidding/construction documents for projects. This will include survey, design plan, technical specification, and cost estimate preparations. Attend all required pre-design, design, bidding, and bid award meetings.
4. Attend the pre-bid conference, prepare possible bid addendums for plan revisions, and assist in making bid award recommendations for contracting/construction services.
5. Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e., State, County, and City).
6. Provide construction engineering/management services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, possible plan revisions, and review and approval of contractor pay applications.
7. 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.
8. Firms must have experience in municipal water and reuse treatment plant projects and 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(s)/firm(s) must provide all applicable insurance requirements.

### **E. Term of Agreement/Contract**

The contracts will be for five (5) years with no renewals, commencing upon award by the appropriate City officials.

## **F. Project Web Requirements:**

1. This project will utilize the City-provided project management software, 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 essential project data and up-to-the-minute decision and approval status information. The City's project management software 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. City provided project management software 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 City-provided project management software. 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 log into the project website daily and, as necessary, 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 p.

## **G. 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 as specified below, with the sections clearly labeled.

### **Title page:**

Show the RLI 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 RLI solicitation 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 sample technical approach to the tasks described in the solicitation, including details of how each phase of the proposed project would be completed and how their company/firm proposes maintaining time schedules and cost controls.

**References:**

References for past projects aligning with the scope identified in this solicitation in the past seven years. 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.

**Project Team Form:**

Prepare and submit a completed "Project Team" form. This form aims to identify the proposed team's key members, including any specialty subconsultants. This information is intended for informational purposes only and does not constitute a contractual offer, obligation, or basis for procurement decisions.

**Organizational Chart:**

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Firm must describe, at a 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 project team members, 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, as well as the number of professional and administrative staff at the prime office location.

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

**Litigation:**

Disclose any litigation within the past five (5) years arising 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)

**H. 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 during their employment.
2. Liability Insurance.
  - (a) Naming the City of Pompano Beach as an additional insured as the City’s interests may appear, on General Liability Insurance only, relative to claims which arise from the 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

X comprehensive form X X premises - operations X explosion & collapse hazard	bodily injury and property damage  bodily injury and property damage
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	underground hazard	
X	products/completed	bodily injury and property damage
X		combined
	operations hazard	
X	contractual insurance	bodily injury and property damage
X		combined
X	broad form property	bodily injury and property damage
X	damage	combined
X	independent contractors'	personal injury
X		
X	personal injury	
X		
	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.

<b>CYBER LIABILITY</b>		Per Occurrence	Aggregate
___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
<u>XX</u>	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-subcontractors/sub-consultants 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.

### **I. 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:

<b>Line</b>	<b>Criteria</b>	<b>Points Range</b>
<b>1</b>	<b>Prior experience of the company/firm with projects of a similar size and Complexity within past seven years.:</b>	<b>0-40</b>
	a) Number of similar projects	
	b) Complexity of similar projects	
	c) References from past projects performed by the company/firm per HB-683	
	d) Litigation within the past five (5) years arising out of the company's/firm's performance (list, describe outcome)	
<b>2</b>	<b>Qualifications of personnel including sub-contractor/sub-consultants:</b>	<b>0-35</b>
	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	
<b>3</b>	<b>Proximity of the nearest office to the project location:</b>	<b>0-15</b>
	a) Location	
	b) Number of staff at the nearest office	
<b>4</b>	<b>Local Vendors Program Participation</b>	<b>0-10</b>
	<b>TOTAL</b>	<b>100</b>

**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) Local Vendor Program Participation
- 3) Coin Toss

**Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any 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.

**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.

**J. 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.

**K. 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 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.

**L. 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 the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public record are maintained.
4. Requirements are not disclosed except as authorized by law;
5. 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

6. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

#### **M. 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.

#### **N. 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.

#### **O. 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 provided 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.

#### **P. 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.

#### **Q. 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 a minimum, the entirety of this solicitation and the awarded proposal. The City of Pompano Beach City Attorney shall prepare it.
- If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded  
The 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.

**R. 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 a duly executed writing.

**S. 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.

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

**U. 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.

**V. 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 the proposal being disqualified.

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 an 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.

## **W. 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. Suppose any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or employee. In that case, the Firm must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statute, Section 112.313.

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

The awarded company(s)/firm(s) will be required to verify that they 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 by a 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 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/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. Per 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 the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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**  
**Phone: (954) 786-4611**  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)

### **X. 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.

### **Y. Protest Procedures**

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

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

**END OF THE RLI**



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

September 4, 2025

ADDENDUM #1

**RLI25-072 Water and Reuse Treatment Plant Projects - CCNA**

To Whom It May Concern,

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

Internal software settings have been adjusted to solve a technical issue.

The deadline for receiving written questions in the eBid System is **September 22, 2025, at 12:00:00 p.m. (local)**.

The deadline for accepting proposals in the eBid system is **October 1, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,  
Purchasing Agent.

cc: website



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

September 8, 2025

ADDENDUM #2

**RLI25-072 Water and Reuse Treatment Plant Projects - CCNA**

To Whom It May Concern,

Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

All documents for this solicitation have been updated to allow access to the public.

The deadline for receiving written questions in the eBid System is **September 22, 2025, at 12:00:00 p.m. (local)**.

The deadline for accepting proposals in the eBid system is **October 1, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,  
Purchasing Agent.

cc: website



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

October 1, 2025

ADDENDUM #3

**RLI25-072 Water and Reuse Treatment Plant Projects - CCNA**

To Whom It May Concern,

Addendum #3 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The link to a recording of the pre-proposal meeting is as follows:

[https://copb-purchasing.s3.us-east-1.amazonaws.com/RLI25-072\\_Water+and+Reuse+Treatment+Plant+Projects++CCNA/Pre-Proposal+Meeting+for+RLI25-072+Water+and+Reuse+Treatment+Plant+Projects+\(CCNA\).mp4](https://copb-purchasing.s3.us-east-1.amazonaws.com/RLI25-072_Water+and+Reuse+Treatment+Plant+Projects++CCNA/Pre-Proposal+Meeting+for+RLI25-072+Water+and+Reuse+Treatment+Plant+Projects+(CCNA).mp4)

RLI25-072\_meeting\_saved\_chat.txt, which contains the meeting's participants, has been uploaded to the Attachments tab of the City's eBid System.

The Addendum-2 notice has been uploaded to the Attachments tab of the City's eBid System.

The deadline for receiving written questions in the eBid System has passed.

The deadline for accepting proposals in the eBid system is **October 1, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,  
Purchasing Agent.

cc: website



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

October 1, 2025

ADDENDUM #4

**RLI25-072 Water and Reuse Treatment Plant Projects - CCNA**

To Whom It May Concern,

Addendum #4 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receiving written questions in the eBid System has passed.

The deadline for accepting proposals in the eBid system has been extended to **October 8, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,  
Purchasing Agent.

cc: website



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

October 2, 2025

ADDENDUM #5

**RLI25-072 Water and Reuse Treatment Plant Projects - CCNA**

To Whom It May Concern,

Addendum #5 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for accepting questions has been extended to **October 7, 2025, at 12:00 p.m. (local)**

The deadline for accepting proposals in the eBid system is **October 15, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,  
Purchasing Agent.

cc: website



Florida's Warmest Welcome

## Procurement &amp; Contracts Department

Mary Rivero, Director

[mary.rivero@copbfl.com](mailto:mary.rivero@copbfl.com)

RLI #:	<u>RLI25-072</u>	Tentative City Commission Meeting Date*:	<u>TBD</u>
RLI Title:	<u>Water and Reuse Treatment Plant Projects - CCNA</u>	# Notified:	<u>145</u> # Downloaded: <u>14</u>
		# of Responses Rec'd:	<u>6</u> # of "No Bids": <u>1</u>
For:	<u>Utilities</u>	RFP Opening Date:	<u>OCTOBER 15, 2025</u>
	(Department)		

**POSTING OF RFP RECOMMENDATION/TABULATION:** RLI Recommendations and Tabulations will be posted in the eBid System IonWave on December 16, 2025, at 9:10 PM and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\* ) The Cone of Silence, as stated in the solicitation, is in effect until the City Commission approves or rejects it. Confirm with the Purchasing Agent of record for the date the Cone of Silence has concluded.

## RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, issued Request for Letters of Interest (RLI25-072) Water and Reuse Treatment Plant Projects pursuant to the Consultants' Competitive Negotiation Act (CCNA). The solicitation closed with the receipt of six (6) Letters of Interest, all of which were reviewed and determined to be responsive and responsible submissions.

- ARCADIS US, INC.
- CAROLLO ENGINEERS, INC.
- HAZEN AND SAWYER.
- MCCAFFERTY BRINSON CONSULTING, LLC.
- STANTEC CONSULTING INC.
- TETRA TECH, INC.

On December 16, 2025, the appointed Evaluation Committee convened in accordance with the RLI, Procurement and Contracts Procedure Manual, and the Sunshine Law. The Committee conducted a comprehensive review of all responsive submissions, applying the published evaluation criteria to score and rank each firm.

Based on the evaluation results, the Evaluation Committee hereby recommends an award to the following five (5) highest-ranked firms (\*) under RLI25-072 – Water and Reuse Treatment Plant Projects (CCNA):

FIRM	RANKING
MCCAFFERTY BRINSON CONSULTING, LLC.	1
CAROLLO ENGINEERS, INC.	2
ARCADIS US, INC.	3
HAZEN AND SAWYER (*)	4
STANTEC CONSULTING INC. (*)	5

(\* ) HAZEN AND SAWYER and STANTEC CONSULTING INC. received identical evaluation scores. Accordingly, the Evaluation Committee determined that both firms are recommended for the award.

By: Michael Lee Date: 12/16/2025  
Purchasing Agent