



**REQUEST FOR LETTER OF INTEREST  
RLI 26-004**

**CONTINUING CONTRACT FOR PROFESSIONAL  
ENVIRONMENTAL TESTING**

**BID OPENING: December 22<sup>th</sup>, 2025, 2:00 PM**

**PRE-BIDDERS CONFERENCE: November 25<sup>th</sup>, 2025, 10:00 AM**

**For access, go to:**

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

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

**RLI 26-004 CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL TESTING**

According to Section 287.055, Florida Statutes Consultant's Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") and the **Pompano Beach Community Redevelopment Association (CRA)** invites professional companies/firms to Letter of Interest (RLI) to provide professional environmental testing services 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, Eric Seifer, at 954-786-4098, or [eric.seifer@copbfl.com](mailto:eric.seifer@copbfl.com). 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 by **2:00:00 p.m. (EST) on December 22, 2025**. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the firm.

Firms must be registered on the City's eBid System to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded for free from the eBid System as a PDF at <https://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>RLI26-004</b>
<b>RLI TITLE:</b>	<b>CONTINUING CONTRACT FOR PROFESSIONAL ENVIRONMENTAL TESTING</b>
<b>RELEASE DATE:</b>	<b>11/19/2025, at 05:00 P.M.</b>
<b>PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING</b>	<b>11/25/2025, at 10:00 A.M.</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>12/12/2025, at 12:00 P.M.</b>
<b>RLI RESPONSES DUE DATE/TIME:</b>	<b>12/22/2025, 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 **11/25/2025, at 10:00 a.m.** (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City’s Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

**A. Introduction**

The City of Pompano Beach and CRA are seeking qualified firms to provide professional environmental testing services for various city and CRA projects. The projects range in magnitude from small-scale to large or specialized designs.

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

- The City’s approved Capital Improvement Plan (CIP) can be found here: [Five-Year CIP](#)
- Preparation of Phase I, Phase II, and Phase III assessments
- Roadway, Streetscape, or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- Force Main projects.
- Lift station/pump station rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall and dock construction and repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.

- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support, and compliance.
- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition 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), under Section 287.055, Florida Statutes, and any amendments.

Professional services are entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. (Florida Statutes 287.055 (2) (g) 1. a.

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 **and CRA** intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects as needed.

The scope of services may include, but is not limited to, the following:

- Prepare preliminary reports and/or alternative recommendations. This may include various types of research, modeling, testing, and field data analysis
- Prepare all required permit applications and submittal packages as required for permit issuance of all agencies' permits (i.e. Federal, State, County, and City)
- Provide project management services for projects, including turbidity monitoring
- Prepare recommendations and cost estimates for compliance with regulatory requirements
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items, and project certification as required to all permitting agencies
- Prepare reports for regulatory compliance monitoring and assessments
- Reporting on endangered animals (turtles and owls)

**Firms must have demonstrated specific experience in coordinating with local, county, state, and federal regulatory agencies as it relates to environmental regulatory requirements. Additionally, if firms do not have in-house testing capabilities, they must detail the nature and extent of partnerships with a qualified firm or laboratory. Laboratories performing analytical work must be NELAC certified for the analytes of**

**interest and must operate under a Laboratory Quality Manual that follows NELAC requirements. Firms performing environmental sampling or field data collection must have a Field Sampling Quality Manual and follow the current Florida Department of Environmental Protection Standard Operating Procedures. Firms must have previous municipal experience and must be licensed to practice Professional Environmental Testing in the State of Florida, as required by all applicable Florida State Statutes and the Board of Professional Regulation.**

**D. Task/Deliverables**

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City **or CRA**. Forms shall be completed in their entirety, including the agreed-upon scope, tasks, schedule, cost, and deliverables for the project. The Consultant will be required to provide all applicable insurance requirements.

**E. Term of Agreement/Contract**

The contracts will be for a term of 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 web-based project management tool. This application is a collaboration tool that provides all project team members with continuous access to essential project data and up-to-the-minute decision and approval status information through the Internet. The City's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the City, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. 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 consultants and sub-consultants shall be responsible for logging into the project website daily and, as necessary, staying 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 the project management system.

**G. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program,

a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is strongly committed to ensuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

Please note that, while no goals have been established for this solicitation, the City encourages Local Business participation in all of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

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

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

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

#### **H. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Firm shall upload the response as one (1) file to the eBid System. The file size limit for uploads is 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 sections clearly labeled.

**Title page:**

Show the RLI number, the name of the Firm’s company/firm, the address, the telephone number, the 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 in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities in relation to the project.

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

**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.

**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 knowledge of the prime consultants and other members of the project team, such as additional personnel, sub-consultants, branch office staff, team members, and other resources expected to be utilized for this project. Name specific projects [completed within the past five (5) years] where the team members have performed similar projects previously.

**Resumes of Key Personnel:**

Include resumes for key personnel for prime and sub-consultants.

**Office Locations:**

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

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

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

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

**I. Insurance Requirements**

The insurance requirements for this RLI are included in **Exhibit B** and form an integral part of this bid submission. All coverage and limits outlined therein will be met or exceeded by the bidder upon award of the contract.

**J. Selection/Evaluation Process**

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/ firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Letter of Interest(s) received and to select the most qualified firm(s). All Letters of Interest will be assessed 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>
1	<p><b>Prior experience of the firm with projects of similar size and complexity:</b></p> <ul style="list-style-type: none"> <li>a. Number of similar projects</li> <li>b. Complexity of similar projects</li> <li>c. References from past projects performed by the firm</li> </ul>	0-15
2	<p><b>Qualifications of personnel, including subconsultants:</b></p> <ul style="list-style-type: none"> <li>a. Organizational chart for project</li> <li>b. Number of technical staff</li> <li>c. Qualifications of technical staff:               <ul style="list-style-type: none"> <li>(1) Number of licensed staff</li> <li>(2) Education of staff</li> <li>(3) Experience of staff on similar projects</li> </ul> </li> </ul>	0-15
3	<p><b>Proximity of the nearest office to the project location:</b></p> <ul style="list-style-type: none"> <li>a. Location</li> <li>b. b. Number of staff at the nearest office</li> </ul>	0-15
4	<p><b>Current and Projected Workload</b></p> <p>The rating is intended to reflect the workload (both current and projected) of the firm, the staff assigned, and the percentage availability of the assigned staff member. Respondents who fail to note both existing and projected workload conditions and the percentage of availability of staff assigned shall receive zero (0) points</p>	0-15
5	<p><b>Demonstrated Prior Ability to Complete Project on Time</b></p> <p>Respondents will be evaluated based on the information provided regarding the firm's experience in completing and adhering to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.</p>	0-15
6	<p><b>Demonstrated Prior Ability to Complete Project on Budget</b></p> <p>Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should demonstrate a comparison between the initial negotiated task costs and the actual completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents who fail to provide the requested schedule and budget information will receive zero (0) points.</p>	0-15

7	<b>Local Vendors Program</b>	
	If the firm qualify under the City’s Tier 1 Local Vendor Program	5
	If the firm qualify under the City’s Tier 2 Local Vendor Program	2.5
<del>7</del>	<del><b>Florida Small and Minority Business Certification</b></del>	<del>0-10</del>
	<del>Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any subcontractors should also be included with the response.) An additional 5% for Tier 1/Tier 2 Local Business will be calculated based on each company's combined scoring totals.</del>	

**NOTE:**

Financial statements required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, those submitted to prequalify but 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 by the requirements of 287.087, F.S.
- 2) DBE
- 3) Coin Toss

**Technicalities:**

Failure to respond, provide detailed information, or fulfill the requested proposal elements may result in reduced points during 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 either rejecting the received Letter of Interest 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 as it deems appropriate, in its sole judgment, before making its recommendation for award, starting with the highest-ranked firm, then the second highest-ranked firm, and so on.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short-listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be 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.

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.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of at least three firms deemed to be the most highly qualified to perform the service. If three or fewer firms respond to the Solicitation, the list will contain the ranking of all responses.

**Determination of Award:**

The City Commission shall consider the Committee's award recommendation for this RLI and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this solicitation "as is" or by adopting a modified version.

**K. Hold Harmless and Indemnification**

Firm covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this agreement/contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

**L. Right to Audit**

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful firms), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Firm r or any of its payees under 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 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 the awarded company/firm under 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 subcontractors/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 under the agreement/contract.

**M. Retention of Records and Right to Access**

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

1. Keep and maintain public records required by the City 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**N. Communications**

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

**O. No Discrimination**

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

**P. Independent Contractor**

The awarded company will conduct business as an independent contractor under the terms of the agreement. 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.

**Q. Staff Assignment**

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

**R. Agreement/Contract Terms**

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

- The agreement/contract shall include, at 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.

**S. Termination of the Contract**

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

**T. 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.

**U. 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.

**V. Manner of Performance**

Firm agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation professionally and by 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.

**W. 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.

**X. 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.

**Y. 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

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 employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or employee, the Firm must file a statement with the Broward County Supervisor of Elections under 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 over the threshold amount provided in Florida Statute, Section 287.017, for Category Two for 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 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 under 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, provided that it is done no later than the advertised deadline for proposal submission, by written communication to 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 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.

11. Invoicing/Payment

Invoicing and Payments are governed by Article 10 (Contract Payments) of the General Conditions. All invoicing, approvals, and payment timelines are governed by Article 10. If there is a conflict, Article 10 controls.

All invoices should be sent to the department associated with the contract. By 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 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)**

## **Z. 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 through the Questions feature in the eBid System are the only official methods for interpretation, clarification, or additional information. If any addendum is issued for this solicitation, it will be issued via the eBid System. Before submitting its response, each firm is responsible for contacting the City's Procurement and Contracts Department at (954) 786-4098 to check if an addendum has been issued and to include it in its proposal. Each addendum will be posted to the solicitation in the eBid System.

### **AA. Protest Procedures**

**Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this RLI, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day, excluding Fridays, Saturdays, Sundays, state holidays, and days on which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060.

**Posting of Bid Recommendations/Tabulations:** RLI Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the RLI Recommendations/Tabulations posting shall be posted at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of RLI Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining the revised date of the posting of RLI Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RLI tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, or Sunday, a state holiday, or a day during which the City administration is closed. No submissions made after the Bid opening, amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount

equal to one percent (1%) of the City's estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges, which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all expenses and charges incurred by the City. Payment can be made by electronic check (e-check), Visa, MasterCard, or an established escrow account code.

**END OF THE RLI**