



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-32-12**

**LOCAL GOVERNMENT
STRATEGIC PLANNING CONSULTANT**

**RFP OPENING: APRIL 19, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
H-32-12
LOCAL GOVERNMENT STRATEGIC PLAN CONSULTANT SERVICES

The City is seeking proposals from qualified and experienced persons or firms for local government strategic planning consulting services. Consultants are invited to submit a proposal which includes an outline of their experience and qualifications in performing work directly related to the services required.

The City will receive sealed proposals until 2:00 p.m. (local), April 19, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. City of Pompano Beach – Florida's Warmest Welcome

The City of Pompano Beach (<http://www.mypompanobeach.org/>) is located in the center of Florida's Gold Coast and is home to approximately 100,000 residents. Each winter, the population swells to nearly 150,000 as part-time residents come to enjoy the subtropical climate, three miles of beautiful ocean shoreline, and outstanding recreational facilities.

Originally settled in the late 1800s as a farming community, Pompano Beach today is a thriving multi-cultural community that, despite its size, still maintains a close-knit family atmosphere that it values and protects. The City won the prestigious All-America City Award in 2005.

The City has adopted a new brand, "Florida's Warmest Welcome," with the following promise:

For people who value genuine hometown qualities but also want the lifestyle a progressive, modern city offers, we will provide an environment where your comfort, enjoyment and success is our top priority.

We will do everything possible to make it easy and pleasant for you to enjoy our beaches and parks or to do business here. In every interaction we will affirm your choice of Pompano Beach by welcoming you warmly and making you feel like a valued part of our community.

Residents and visitors alike enjoy Pompano Beach's ocean fishing pier, two City-owned championship golf courses, multiple aquatic complexes, numerous marinas, sports fishing fleet, tennis and equestrian facilities, an outdoor amphitheater that books national acts and seats over 3,000, many parks and athletic facilities, the world-famous Pompano Harness Track, a casino, and multiple community centers that offer programs for people of all ages.

The City's land area is 26 square miles and its location at the confluence of multiple transportation links (I-95, the Florida Turnpike, both the CSX and FEC rail lines) has affected its economic development significantly. Pompano Beach has over 28 million square feet of industrial and warehouse/distribution space and is the regional headquarters for many corporations including Aetna, Associated Grocers and Federal Express.

Another economic generator is the City's general aviation airport with a 4,420 foot runway and a 946 acre airpark that is home to the famous Goodyear Blimp and many commercial tenants that support the general aviation industry.

The City incorporated in 1908 and recently celebrated its centennial. It has a very stable government that has been managed in a fiscally conservative manner for many years. The City Commission consists of a Mayor elected for a four year term in a city-wide election and five City Commissioners selected in non-partisan district elections for two year terms. The Mayor is a full voting member of the City Commission and the presiding officer at City Commission meetings. The Mayor and City Commission appoint the City Manager, the fulltime City Attorney, and the City Clerk. Pompano Beach has more than 700 employees and an all funds annual budget of \$213 million in Fiscal Year 2012. It is a full service City offering all traditional municipal services, although it does contract for police services from the County Sheriff.

2. Project Introduction

The City of Pompano Beach wishes to develop and implement a strategic plan that will articulate a clear vision of its future that is integrated with an organizational philosophy and guide elected officials' and employees' actions for its successful operation. The plan will include benchmarks or milestones that measure the City's progress toward achieving its strategic goals and objectives.

While the City has previously adopted a vision statement and strategic goals, they each represent a different economic climate in which resources were more plentiful, citizens generally demanded more services and higher levels, and government could be "all things to all people." The process of developing the City's strategic plan will include an in-depth examination of the City's core mission and a resetting of its vision and goals so as to be both responsive and adaptive to current and anticipated changes in the economic environment.

The City of Pompano Beach is interested in having this plan completed with the City Commission's and community's acceptance. The process needs to involve educating the public on the benefits of a Strategic Plan and also provide for active community participation, to include but not necessarily be limited to:

- 1) Setting Direction (Environmental Scan and Vision)
- 2) Focusing Efforts (Goals and Priorities)
- 3) Implementation (Citywide/Department Plans)
- 4) Reporting (Progress)

The City of Pompano Beach's Strategic Plan process and final document should provide a blueprint with 5, 10 and 20 year horizons to address the following issues:

- Help the City of Pompano Beach decide what it wants to achieve in the future, including identification of what makes Pompano Beach unique and special, and how the City can position itself to be prepared for the future while still retaining those qualities.
- Transform the conceptual goals of the visioning process into realistic, achievable targets.
- Encourage engagement and spark the interest and excitement of active/passive residents, business and property owners, city officials, city administration and staff, and others in the future potential of the City.
- Provide a process that allows general alignment and focus of the City Commission, city administration and staff, in addition to citizens, business interests, community groups, and other stakeholders to foster a sense of cohesion as to the City's strategic direction.
- Generate new ideas and discussion about the built environment, sustainability, sense of place, and the City's overall identity.
- Chart an effective, considered, and innovative course of action for the City's future, setting priorities and maximizing innovative opportunities.
- Serve as a way to organize and prioritize City initiatives and resources to achieve specific goals within a specific period of time (e.g., 1 - 5 year timeframe in the short term; 6 – 10 years in the intermediate term; and a 10 - 20 year timeframe in the long term) with specific performance measures.
- Recognize economic development potential and ways to diversify the local economy.
- Identify and analyze potential partnerships with other entities; (such as public/public, public/private) and encourage significant private investment in the redevelopment opportunities in the City.
- Plan for fiscal sustainability.

Through this planning process, the City is also interested in the successful prioritization of services and the following objectives:

- To evaluate the services we provide in the context of community expectations.
- To better understand our services in the context of the cause-and-effect relationship they have on the organization's priorities.
- To provide a higher degree of understanding among decision makers as they engage in a process to rank services based on priorities.
- To articulate to people within city government and to the public how we value our services, how we invest in our priorities, and how we divest ourselves of lower-priority services (if necessary).

3. Scope of Services

The process should include an assessment of environmental factors – such as through the assessment of internal strengths and weaknesses and external opportunities and threats (generally referred to as “SWOT” analysis) or through an alternative approach. Critical issues should be identified as a basis for assisting the City Commission develop broad goals that will serve as the basis for objectives and strategies City staff will develop to implement those goals.

These critical issues should at a minimum address local, regional, national, and global factors affecting the City including, but not limited to:

- (a) economic and financial factors,
- (b) demographic trends,
- (c) legal or regulatory issues,
- (d) social and cultural trends,
- (e) physical (i.e. community development),
- (f) intergovernmental issues, and
- (g) technological change.

The consultant(s) will guide and educate the City Commission and City staff through the process through one or more workshops and, as necessary, through individual meetings with City Commissioners and other community stakeholders. The City Commission is interested in citizen input to aid them in understanding and assessing public values, priorities and perception as the City Commission identifies priorities. The consultant(s) will advise the City Commission on how citizen input should best be incorporated in the strategic planning process. As part of the response to this RFP, the consultant(s) will identify the recommended method(s) (e.g., telephone survey, mailed survey, email/social media, and focus groups) and separately identify the cost of the intended method of obtaining valid citizen input to the City's strategic planning process.

3.1 Deliverables must be in a form that can be integrated with other existing activities such as the City budget process, the City's multi-year Capital Improvement Plan (CIP), long term financial planning, citizen surveys and performance measurement activities for City departments and for employees through the establishment of related measurable objectives. Towards that end, the consultant(s) will provide the City Commission and City staff a "roadmap" for integrating the strategic goals with these other processes.

3.2 The envisioned final documents are not intended to be voluminous and the City anticipates the strategic planning process to be as valuable as the resulting products. Recognizing the unique challenges facing government, the consultant must provide evidence of similar strategic planning experience with one or more comparable local governments. Florida local government experience is preferred, as is prior knowledge of the City and the issues it is facing as part of Broward County and the South Florida region.

3.3 Staff resources will be made available to the consultant(s) to coordinate schedules, arrange use of City-owned facilities as may be necessary, and to record minutes of any City Commission discussions.

3.4 A sample list of significant City of Pompano Beach and the Pompano Beach Community Redevelopment Agency (PBCRA) documents (e.g., budget, studies, plans, reports, etc.) that provide additional background information about the City are referenced in the Attachment List at the end of this document.

4. Tasks/Deliverables

4.1 Gather and analyze information to become familiar with the City of Pompano Beach.

4.2 Describe the overall strategy and identify key challenges and opportunities.

- 4.3 Develop an Action Plan and establish implementation steps and schedule.
- 4.4 Establish benchmarks or milestones that measure the City's progress throughout the Strategic Planning process.
- 4.5 Develop and initiate a public involvement program that engages the community and educates them about the Strategic Planning process. Electronic and telephonic surveys, community open houses, and other forms of community outreach could be used to achieve this deliverable. Provide summaries and analyses of all public input.
- 4.6 Participate in City Commission briefings and facilitate City Commission discussion and decision-making at Commission meetings.
- 4.7 Produce 25 copies (plus CD or other electronic media approved by the City) of a written report reflecting an assessment of the environment in which City services are provided using "SWOT analysis" or an alternate approach.
- 4.8 Conduct one or more workshops with the City Commission, supplemented by individual meetings with Commissioners, city staff and other community stakeholders.
- 4.9 Develop strategic goals and measurable objectives to determine if goals in the strategic plan have been achieved. This can be quantifiable, but at a minimum should be verifiable statements which should include timeframes for City Commission approval.
- 4.10 Identify existing or new resources (technology, people, equipment, funding, etc.) needed to achieve desired goals and objectives.
- 4.11 Provide 25 copies each of written drafts and final reports for implementing the City's strategic goals through objectives and benchmarks or milestones in a manner consistent with the City budget process, CIP, long term financial planning, and performance measurement activities for both City departments and employees.
- 4.12 Provide 25 copies of a City of Pompano Beach Strategic Plan Executive Summary.
- 4.13 Provide a reproducible brochure detailing the City's strategic planning process for distribution to the public.

5. Term of Contract

The term of the contract between the City and the successful Proposer shall not exceed a period of six (6) months from its effective date.

6. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward City Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

7. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. 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 RLI. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>.

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

8. Required Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, interested parties must submit one (1) original copy of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of 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 Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Location:

Given the geographical nature of the tasks to be carried out in the study, provide the location of where the work will be performed.

Experience:

A summary of Proposer's experience for similar projects that were or are being served by the Proposer (firm).

Please identify who will be the principal contact for the activity involved in the study and provide a summary description of their professional experience.

Skills and experience of the Proposer's Project Team must be included. Identify and provide evidence of sufficient qualified staff to perform the services in a timely and effective manner. Describe the experience of the entire project team as it relates to these types of projects. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the City will be required for any such diversion or substitution.

Project Approach and Schedule:

A. Describe the Proposer's methodology with respect to performing the required services in the Scope of Work described in this RFP including proposed public involvement methods.

B. Discuss technical approach with respect to meeting the objectives of the study. Include estimated time periods for project phases and major activities and level of assistance required from city staff.

C. Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of this project. The information submitted shall contain sufficient detail to convey the Proposer's knowledge of the subjects and skills necessary to successfully how the Proposer will ensure that all efforts are coordinated with the City's requirements.

Writing Samples:

Proposers must include a minimum of three writing samples of relevant written work related to their strategic planning experience.

Community Participation:

Include samples of questionnaires or web-based outreach sites that the Proposer has used for other strategic planning projects in which Proposer has provided strategic planning consulting services.

Pricing:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and quantities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff. Period of time, stated as number of days, shall be calendar days. Actual compensation is subject to contract negotiations. Proposers may submit additional tasks and associated costs that could be performed by the consultant team for consideration by the City.

Signature Page:

The Proposal Signature Page must be completed, signed and returned.

Professional References:

Submit a recent client reference list of no more than one page, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Licensing and Registration:

Submit licensure and registration information that the Proposer is in good standing and authorized to do business in the State of Florida and the City of Pompano Beach.

Return all RFP pages, initialed where indicated.

9. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria:

Evaluation Criteria

- Completeness of response to the RFP requirements and presentation **(20 points)**
- Project team composition and experience of team working together on strategic planning projects. Demonstrated knowledge and experience with actual implementation of possible strategies and municipal financing. **(20 points)**
- Creativity and clarity in approach to tasks to be performed. **(20 points)**
- Proven experience in effective and successful facilitation skills, public involvement and incorporating elected official, staff and citizen input related to strategic plans. **(20 points)**
- Pricing. **(20 points)**

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each 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.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the 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.

10. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City’s contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or the City’s contracted law enforcement provider, if applicable, or any of their officers, agents or employees.

11. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY *MINIMUM \$200,000 per OCCURRENCE/
\$300,000 AGGREGATE*

- comprehensive form
- premises - operations
- explosion & collapse hazard
- underground hazard
- products/completed operations hazard
- contractual insurance
- broad form property damage
- independent contractors
- personal injury

AUTOMOBILE LIABILITY

**MINIMUM \$200,000 per OCCURRENCE/
\$300,000 AGGREGATE**

- comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Consultant must show proof they have this coverage

EXCESS LIABILITY

- | | | | |
|--|-----------------------------------|--------------|--------------|
| <input type="checkbox"/> umbrella form | bodily injury and property damage | | |
| <input type="checkbox"/> other than umbrella | combined | \$1,000,000. | \$1,000,000. |

- | | | | |
|---|--|--------------|--------------|
| <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY | | \$1,000,000. | \$1,000,000. |
| * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City’s contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

12. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City’s Internal Auditor. Recommendation for changes, additions, or deletions by the City’s Internal Auditor must be complied with by the selected firm. The City’s Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

13. Communications

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

14. No Discrimination

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

15. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

16. Staff Assignment

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

17. Contract Terms

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

18. Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

19. Survivorship Rights

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

20. Termination

The contract may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

21. Manner of Performance

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

22. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the City's website.

23. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

24. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date. All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City 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 contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

25. Governing Law

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida and the venue for any legal action will be Pompano Beach, Florida.

26. Conflict Of Interest

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

27. Drug Free Workplace

The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.

28. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

29. Composition of Project Team

Firms 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 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.

30. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm’s name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

ATTACHMENT LIST

CITY OF POMPANO BEACH STUDIES, REPORTS AND PLANS SAMPLE LIST

City Commission

(These documents are posted as an Attachment to the current RFP H-32-12 on the Purchasing page of the City's website)

- City Vision 2000
- 2004-2009 Vision Statement & Principles
- 2004-2009 Strategic Plan
- Citizen Surveys

Budget Office:

- Fiscal Year (FY) 2012 Adopted Operating Budget
<http://www.mypompanobeach.org/directory/budget/book%2012/Adopted%20Operating%20Budget%20FY%202012.pdf>
- Fiscal Year (FY) 2012 – 2016 Adopted Capital Improvement Project Plan
<http://www.mypompanobeach.org/directory/budget/book%2012/CIP%20-%20FY%202012%20-%20FY%202016.pdf>

Finance Department:

- Comprehensive Annual Finance Reports
http://www.mypompanobeach.org/directory/index.html#Finance_Department

Development Services Department:

http://www.mypompanobeach.org/directory/planning_%20zoning/index.html

- Comprehensive Plan
- Zoning Code Update
- Preparation of a Comprehensive Tree Management and Planting Plan Bid (H-19-11)
(<http://www.mypompanobeach.org/directory/purchasing/2010-11/open/H1911/H-19-11.pdf>)
- Transportation Corridors Visioning Study Request for Letters of Interest (RLI) (H-02-12)
<http://www.mypompanobeach.org/directory/purchasing/2011-12/H-02-12-final.pdf>
- Tourism in Pompano Beach 2011 – Planning, Development, Marketing and Management
(<http://www.mypompanobeach.org/economic/pdf/2011%20TSPT%20report.pdf>)

Public Works Department

- Pompano Beach Air Park Master Plan
(<http://www.mypompanobeach.org/directory/airpark/index.html>)

Utilities Department

- Preparation of Stormwater Master Plan Request for Letters of Interest (H-20-11)
(<http://www.mypompanobeach.org/directory/purchasing/2010-11/open/H-20-11.pdf>)

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (PBCRA)
STUDIES, REPORTS AND PLANS SAMPLE LIST**

<http://pompanobeachcra.com/?q=cra-pompano/plans-and-studies>

East District

- [Pompano Beach Financing and Implementation Plans](#)
- [Pompano Beach Parking Study](#)
- [Pompano Beach Traffic Study](#)
- Master Development of Pier Site Including Parcels East and West of Pompano Beach Boulevard Request for Qualifications (RFQ) (H-46-11)
<http://www.mypompanobeach.org/directory/purchasing/2010-11/open/H-46-11.pdf>

Northwest District

[Northwest District Financing and Implementation Plans](#)
[Needs Assessment for Facilities and Cultural Programming](#)
[Downtown Pompano Redevelopment Market Assessment](#)
[Preliminary Traffic Feasibility Analysis for Dr. Martin Luther King Blvd](#)
[Downtown Pompano Beach Traffic Study](#)
[Downtown Pompano Beach Traffic Study Appendix](#)

PROPOSAL SIGNATURE PAGE
RFP H-32-12, LOCAL GOVERNMENT STRATEGIC PLANNING CONSULTANT

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____