

**CITY OF RIVIERA BEACH
REQUEST FOR QUALIFICATIONS AND FEE PROPOSAL
944-18-2**



Financial Advisory Services

Rickey Little
Interim Director of Procurement

Table of Contents

GENERAL INFORMATION.....	- 3 -
I. QUALIFICATION FORMAT.....	- 5 -
II. MINIMUM QUALIFICATIONS	- 6 -
III. SCOPE OF SERVICES.....	- 7 -
VI. REQUESTED INFORMATION.....	- 10 -
IV. INSURANCE REQUIREMENTS	- 11 -
VII. EVALUATION METHOD AND CRITERIA.....	- 12 -
VIII. TERMS AND CONDITIONS.....	- 15 -
IX. REQUIRED FORMS	- 27 -

City of Riviera Beach
Request for Qualification
944-18-12



Financial Advisory Services
600 West Blue Heron Boulevard, Suite 140
Riviera Beach, FL 33404

Rickey Little, Interim Director of Procurement
(561) 845-4180, Phone
(561) 842-5105, Fax
rlittle@rivierabch.com

The City of Riviera Beach, Florida (City) is soliciting sealed Statements of Qualifications (Qualifications) from licensed, insured and qualified Financial Advisory Service firms (Proposers) to provide specialized professional services in the form of financial analysis debt structuring/issuance and financial due diligence for major public/private development projects. This solicitation requires the same services to be provided to the City's Community Redevelopment Agency (CRA).

This Request for Qualification (RFQ) provides guidelines for submission and outlines the essential services desired for the engagement. Qualifications shall be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until **11:00 am (EST) Thursday, April 26, 2018**

Additionally, Qualifications may be obtained at the City Procurement Department, 2051 Martin Luther King Blvd., Room 310, Riviera Beach, FL 33404. Qualifications shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFQ. The City reserves the right to reject any or all submittals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. **Fax or electronic replies shall not be accepted. Any Qualifications received after the date and time specified, whether by mail or otherwise, shall not be accepted or considered.** Any uncertainty regarding the time a Qualification is received shall be resolved against the Proposer.

Publish: 3/25/2018
Publish: 3/26/2018
Publish: 3/26/2018

Palm Beach Post
website www.rivierabch.com
website: www.demandstar.com

ON-LINE PROVIDER DISCLAIMER:

Demandstar.com has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

The City is not responsible for the content of any bid package received through any third party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any third party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this Qualification document, any and all communications regarding this Qualification shall be made only to the Procurement Department as noted above. Any violation of this condition could result in Qualification disqualification.

City does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

**City of Riviera Beach
Financial Advisory Services
944-18-12**

GENERAL INFORMATION

Purpose

The purpose of this Request for Qualifications and Fee Proposals (RFQ) is to provide the City of Riviera Beach (City) and City's Community Redevelopment Agency (CRA) with the highest qualified individual or firm to serve as the Financial Advisor (Proposer), which in the City's opinion is best suited to undertake Financial Advisory Services required by the City. Factors such as capability, experience, location, and the ability to work within established time and budget constraints shall be used in the selection process. It is the intent of the City to award a contract for an initial three (3) year period with the option to renew for two (2) additional one (1) year periods.

The Proposer at a minimum should possess five (5) years of experience in providing financial advisory services to local Florida governments; a minimum of five (5) current local Florida governments as clients for similar services; at least one (1) new credit client in the past year; primary financial advisor for Florida municipal government offerings totaling over \$1,000,000,000 in par amount within the last year, and a minimum of \$250,000,000 in par amount of revenue bond financing within the last four (4) years.

The Proposer selected will assist the City in evaluating financial options including the cost associated with each option, assist in the technical design of financing instruments and arrangements, and represent the financial interest of the City of Riviera Beach in various prospective public/private ventures. Proposer will assist the City in developing and implementing strategies to meet the City's near-term and long term capital financing needs.

This public solicitation document provides guidelines for the submission of responses for the desired professional services. Proposer should prepare their submittals simply and economically, providing a straight forward and concise description of their relevant expertise, capacity and availability to meet the requirements of this public solicitation.

Inquires

To ensure fair consideration of all Qualifications, the City prohibits communication to or with any department, elected official or employee during the submission process, other than designated Procurement Department staff, regarding the requirements for this Qualification. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee.

All inquiries concerning this RFQ or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

Rickey Little, Interim Director of Procurement
Phone: 561-845-4180 Fax: 561-842-5105
E-Mail: Purchasing@rivierabch.com

RFQ Schedule

The City shall use the following time lines, which shall result in the selection of Proposers. The City reserves the right to change and or delay scheduled dates.

Event	Date
RFQ Available	March 26, 2018
Last Date to submit Questions	April 09, 2018 @ 11:00 A.M. EST
Qualifications Due (11:00 A.M. EST)	April 26, 2018 @ 11:00 A.M. EST
Evaluation Committee & Ranking of Qualifications	TBD
Oral Interviews (If Applicable)	TBD

Instructions to Proposers

Qualifications not conforming to the instructions provided herein may be subject to disqualification at the option of the City.

If Qualifications are transmitted by U.S. Mail or other delivery medium, the Proposer shall be responsible for its timely delivery to the designated City Clerk’s office. Qualifications received after the stated time and date **shall not** be considered and shall be returned unopened to the Proposer.

Two (2) printed original hard copy with original signatures bound with tabbed dividers separating each section. Each page shall be numbered consecutively, and shall not exceed 8-1/2” x 14” in size. Each text page shall be printed in font 11 and have a minimum 1” margin and include the required responses specified in Section 1-4 **Qualifications Submission and Opening**. An additional six (6) sets on USB (PDF format, and bookmarked to the same specifications as the hard copy) of the Qualifications of each design project shall be submitted by the Proposer. All sets shall be clearly labeled with the solicitation number, the Proposer’s Name, and RFQ title on the outside of each binder/on each CD label.

Proposer’s Name-
Request for Qualifications #-“Title Name” (example: RFQ 944-18-12 Project Name)

Following submittals, shall not add or substitute team members, including sub-consultants, unless approved by the Interim Procurement Director. Any change in the proposed team shall be requested in writing to the Procurement Director. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

The Proposer shall have a place of business for contact by the City during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful Proposer shall be provided to the City.

Qualification Envelope

All Qualifications shall be submitted in a sealed box or envelope addressed to the City and shall contain on its face the following:

<p>City of Rivera Beach 600 West Blue Heron Blvd, Suite 140 Riviera Beach, FL 33404</p> <hr/> <p>(Name of Proposer)</p> <hr/> <p>(Address of Proposer)</p> <p>RFQ # 944-18-12 Financial Advisor Services</p> <p>Due Date/Time: April 26, 2018/11:00 AM</p>
--

I. QUALIFICATION FORMAT

Qualification Format

Proposers should prepare their Qualifications using the following format and follow the numbering format below for tabbing/indexing their RFQ Qualification:

Title Page: Firm's name, the Financial Advisor's name, address and telephone number of the contact person and the date of the Qualification.

Table of Contents: The Table of Contents shall include page references.

Tab #1 – Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to provide the services within the time period, a statement why the firm believes itself to be the best qualified to perform the work and a statement that the Qualification is a firm and irrevocable offer for sixty (60) days. The signer shall have the authority to bind the proposer to the submitted Qualification, and shall include a declaration of that authority in the letter of transmittal. *This letter should not exceed two pages in length.*

Tab #2 – Minimum Qualification Criteria

Provide a statement of confirmation of the Proposer's ability to meet the stated minimum qualification criteria. The City maintains the sole discretion to waive any minimum qualification criteria if it is determined the decision is in the best interest of the City.

Tab #3 – Scope of Services

Provide a response/confirmation to each question or requested service listed in Section VI.

Tab #4 – Information Requested

Provide a response/confirmation to each question or requested service listed in Section VII.

Tab #5 – Reference

Provide a minimum of three municipal government references for clients that services were provided in the last five (5) years that are similar to the City's service requirements (per Attachments B).

Tab #6 – Attachments/Required Forms

II. MINIMUM QUALIFICATIONS

Proposers shall provide a statement in the affirmative, in Tab #2 of their Qualification, confirming their ability to meet the minimum qualifications described below:

- A. Proposer shall have at least five (5) years of experience providing financial advisory services for state and local governments.
- B. Proposer shall have proven track record of successfully providing the outlined Scope of Services for municipal governments of comparable size and complexity.
- C. Proposer shall assign a Financial Advisor to the City who has a minimum of five years of experience in public funds financial advisement. Identify the staff assigned to this project and their relevant experience and qualifications relative to this project. Resumes for each staff member assigned are to be submitted with the Qualification.
- D. Proposer shall be familiar with all applicable Florida Statutes with regards to qualified financial advisory for public entities.
- E. Proposer shall identify the number of public sector entities for which your firm currently is under contract to service as financial advisor, and provide the number and volume of debt issuance transactions completed pursuant to such contracts during the period 2016-2018. Further, identify the number and volume of the following types of transactions completed during this same period: revenue bonds, variable rate demand bonds, auction rate notes, 63-20 bonds, Pension Obligation Bonds and payment agreements.
- F. Provide a list of the 7 largest public sector entities (in terms of their outstanding debt) within the State of Florida for which your firm currently provides financial advisory services as contemplated in the scope of work.
- G. In a separate sealed envelope, provide a priced methodology complete with a time allotment for each task in the approach you propose to employ to carry out the work. In addition, please provide pricing for the following scenarios:

- \$15,000,000 General Obligation
- \$25,000,000 General Obligation
- \$25,000,000 Revenue Bond
- \$75,000,000 Revenue Bond
- \$25,000,000 Revenue Bond-CRA
- \$5,000,000 Notes Payable-CRA

This shall be the basis for payments to the successful proposer. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the project in the event scope of work varies substantially from that proposed.

- H. Proposers shall have earned unqualified audit opinions on the financial statements rendered by external auditors for the past five years.
- I. Proposer shall have the capability of performing all required duties specified in this Request for Qualification.
- J. Proposer shall be free of any obligations and interest, which might conflict with the interest of the City.

This information is intended to be used as the instrument to transmit submittals and to define the terms, conditions and specification desired by the City. It is the intent of the City to select a single Proposer to supply the services necessary for successful completing of the Qualification as defined herein. Nothing in the RFQ is intended to restrict the City in anyway in the selection of the Qualification that best meets the needs of the City. To receive consideration, the Proposer shall provide required criteria.

III. SCOPE OF SERVICES

Proposers shall provide a statement in the affirmative, in Tab #3 of their Qualification, confirming their ability to meet the scope of service described below:

On an as needed basis, the Financial Advisors will perform financial/analytical services for a variety of assignments as requested by the Office of the City Manager and Finance Department. At a minimum, the services provided may include, but need not necessarily be limited to the following:

Services Related to Planning

- A. The financial advisor should also review all indebtedness of the City and the CRA and provide recommendations relative to the refinancing or early extinguishment of said obligations.
- B. Provide an analysis of all available financing options. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.
- C. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should not necessarily be limited to the more traditional forms of financing available to governmental entities, but should also recognize some of the alternative financing methods available, such as sale/leaseback, pooled debt participation, even taxable instruments, new markets tax credit, and federal, state and local grants.

Service Related to Debt Issuance

Prepare a Debt Financing Structure. This is a complex function which will generally consist of, but need not necessarily be limited to, development of the following structural components:

- A. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.
- B. Determination of a maturity schedule for the proposed debt. This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.
- C. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used to repay the debt which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge (i.e. Revenue vs. General Obligation).
- D. Evaluate the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of letters of credit.
- E. Make recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes a review not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes or lines of credit.

- F. Design and implement appropriate mechanical features of the debt issued. This item includes making recommendations pertaining to the physical form of the obligations issued, including recommendations relating to the feasibility of issuing book entry only obligations.
- G. The final task in preparing the debt financing structure is to determine whether the obligations should be sold competitively, negotiated, or placed privately. In the event that a negotiated sale is the preferred method, the financial advisor will be responsible for the preparation of a request for proposals, and will assist the City in the selection and award process.
- H. Assist the City, the CRA, and bond counsel, as necessary, in any required validation proceedings.
- I. Prepare, and assist presentations on behalf of the City and the CRA, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of the City. This task envisions not only obtaining a rating for the City but also ensuring the maintenance of the ratings obtained, where possible.
- J. Assist the City and the CRA in the procurement of various types of professional services required in conjunction with the issuance of the obligations, including, but not limited to, the following:
 - 1. Investment Banking (Underwriting) Services (negotiated sale only)
 - 2. Bond Counsel
 - 3. Printing Services (for both the official statements as well as the actual bond forms)
 - 4. Bond Registration, Paying Agent, and Trustee Services (if applicable)
 - 5. Verification Services (for refunding issues)
 - 6. Arbitrage Rebate Calculation Services
 - 7. Disclosure Services

It is intended that the inclusion of this responsibility within the scope of services provided by the financial advisor also envisions the post issuance evaluation by the financial advisor of the services so obtained.

- K. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions that could potentially affect the City's and the CRA's financing plans.
- L. Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
- M. Work the City, the CRA, and bond counsel to recommend size, financial structure, specific terms and conditions of any financial arrangement.
- O. Assist the City and the CRA in the formation of a financing team along with a list of the required services of underwriter, trustee, bond rating agency, legal counsel, and any other professional service as required.
- P. Assist the City and the CRA with determining the costs required to underwrite any proposed financing arrangement.

Service Related to Cost-Benefit and Risk Analysis and Related Due Diligence for Prospective Public/Private Development Opportunities

On an as needed basis, the consultant will perform specialized financial/analytical services in relation to proposed public/private development projects. At a minimum, the selected Financial Advisor will provide economic analysis of proposed development property that illustrates the economic and real estate value of the property if developed as expected (the assumed baseline) and the economic and real estate potential if developed to maximize the economic development potential to the City and the CRA, including assessing options to leverage public actions and investments. A successful product for the City and the CRA shall include:

- A. Highest and best use analyses; alternative financing options; cost benefit analysis; fair market value and re-use analyses; evaluation of development cost; evaluation of financial projections and corporate due diligence.
- B. Identification and linkages between public-policy options and public benefit.
- C. Sensitivity analysis of uncertain variables.
- D. Discussion of risk and trade-offs from the City and Developer's perspective.
- E. Evaluation of development scenario to determine whether there are additional opportunities that could increase the return on investment and provide significant economic development to the City of Riviera Beach beyond that proposed in the developer's baseline scenario.
- F. Ensure the appropriate level of due diligence is completed to provide assurance the developer has the financial capacity and strength to complete the proposed development project; and the developer is in compliance with all regulatory bodies.
- G. Ensure the City and the CRA only provides a level of public subsidy consistent with the anticipated return on investment (including economic development) and receives a level of return appropriate for the inherent risks associated with the proposed phased strategy of the development project.
- H. Assist in the negotiation of appropriate levels of Return on Investment (ROI) on the City' behalf consistent with the amount of risk and level of subsidy being requested by the developer.
- I. Analyze and report on the advantages and disadvantages of each proposed financing arrangements.

VI. REQUESTED INFORMATION

Proposers shall provide a statement in the affirmative, in Tab #4 of their Qualification, answering the Information Requested questions as described below. Proposers shall not alter the Information Requested questions in any way. Failure to comply shall result in the responses to the questions as being incomplete/nonresponsive.

Financial Advisement Approach

- A. Outline your firm's financial advisement philosophy and strategies employed for adding value to portfolios.
- B. Describe in detail your process for developing and structuring procedures the issuance of tax exempt bonds. Describe in detail how this process differs with credit enhancement, lease financing, asset-back or taxable issuance.
- C. Provide a summary chart of competitive, negotiated, or private placement of debt for which you played the senior advisory role in the past three (3) years.
- D. Describe the depth of your firm's analytical capabilities: personnel assigned to the modeling and the quantitative analyses, used of unique proprietary and other financial models, ability to analyze and verify time sensitive and complex bids and other proposed financings, etc.

IV. INSURANCE REQUIREMENTS

The successful Proposers entering a resulting contract with the City shall obtain, pay for, and maintain in full force and effect at all times during the term of the Agreement derived from this RFQ, services to be performed insurance as set forth below:

A. General Liability Insurance: coverage in an amount not less than \$1,000,000 per occurrence.

Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence.

B. Professional Liability Insurance: coverage in an amount not less than \$1,000,000 per occurrence.

C. Contractual, insurance broad form property, Independent contractor, personal injury not less than \$1,000,000 annual aggregate.

D. Automobile Liability: coverage with policy limits of not less than \$500,000 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$500,000.00 Combined Single Limit, covering each motor vehicle operated on City property.

E. Workers Compensation Insurance: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.

- a. \$1,000,000 per accident
- b. \$1,000,000 disease each employee
- c. \$1,000,000 disease policy limit

Proposers shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful Proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the Proposers to ensure that all subcontractors comply with all of the insurance requirements.

The successful Proposer shall maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance shall be with an insurance carrier approved and authorized to do business in the state of Florida, and who shall have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations. Misrepresentation of any material fact, whether intentional or

not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Qualification and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing Financial Advisor or Individual's Qualification.**

VII. EVALUATION METHOD AND CRITERIA

An Evaluation Committee, consisting of City staff shall convene for a public meeting to rank the highest qualified Proposer meeting all the needs of the City and make a recommendation for contract award. The Procurement Official shall advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive Qualification which is most and in the best interest of the City in achieving the study or project.

Each Proposer shall be evaluated individually and in the context of all other Qualifications. Qualifications shall be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. **There is no obligation on the part of the City to award the Qualification to the lowest priced Financial Advisor, and the City reserves the right to award the contract to the Financial Advisor submitting the best overall responsive Qualification which is highest qualified and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the Qualifications received. The City shall be the sole judge of the Qualifications and the resulting agreement that is in its best interest and its decision shall be final.**

At its sole option, for larger or more complex studies or projects, the City may select a maximum of three Proposers and require brief presentations from each firm before making the final selection. The Evaluation Committee may address questions to and request clarification from the Proposers in attendance. Proposers in attendance shall be given a brief opportunity to address the Evaluation Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining the Financial Advisor who is highest qualified to the City.

A. Evaluation Process:

1. The Evaluation Committee shall review and discuss all Qualifications submitted. The Procurement personnel shall participate in an advisory capacity only.
2. Points shall be assigned for each written Qualification in accordance with the evaluation criteria listed in "Evaluation Criteria."
3. The City reserves the right to interview any or all Proposers and to require a formal presentation with key people who shall administer and be assigned to work on the contract before recommendation of award. If required, this interview is to be based upon written Qualification received.
4. The City reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the City cannot reach a mutually beneficial agreement with the first selected Proposer, the Committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until agreement is reached.
5. The City Manager shall recommend to the City Council, the award or rejection of all Qualification(s).
6. The City may require your firm to provide further explanation of any aspect of Qualifications submitted to the City.

B. Evaluation Phases:

Phase I – The Evaluation Committee evaluates and scores all Qualifications to establish the “Shortlisted” firms that shall advance to Phase II of the selection process. A maximum of three Proposers shall be shortlisted.

Phase II – The Evaluation Committee evaluates and scores oral presentations by “Shortlisted” Proposers to establish a #1 Proposer.

C. Evaluation Committee Procedures for Phase I and II Evaluation:

Each Evaluation Committee member shall award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” shall be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points shall be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer shall be tabulated from each Evaluation Committee member. The three Proposers with the highest points shall be Shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of three Proposers shall be Shortlisted. The Shortlisted Proposers from the Phase I Evaluation shall advance to Phase II Evaluation. Summarized below are the Evaluation Criteria.

Phase I Written Evaluation:

Evaluation Categories	Possible Points
<p>Firms Qualification and Capabilities The experience of the proposed agency or individual based on the following information:</p> <ol style="list-style-type: none"> 1. Resumes of key proposed project personnel (30 points) 2. Overall Experience and Qualification of Firm (30 points) 	<p>0-30 points</p> <hr/> <p>0-30 points</p>
<p>Client References Past experience in executing similar services for municipal governments of similar size or larger</p> <p>Five (3) projects (minimum 2 municipal government) = 15 points</p>	<p>0-15 points</p>
<p>Areas of Expertise Areas of expertise outside specific types of services outlined which many relate to public/private development opportunities</p>	<p>0-20 points</p>
<p>Work Plan and Approach Provided work plan and approach for addressing the requirements of this RFQ</p>	<p>0-20 points</p>

Fee Qualification Lowest Fixed Fee Quoted (30 points) Fixed Fee Quoted up to 120% of lowest amount (25 points) Fixed Fee Quoted between 121% % 135% of lowest amount (20 points) Fixed Fee Quoted between 136% % 150% of lowest amount (15 points) Fixed Fee Quoted between 151% % 200% of lowest amount (10 points) Fixed Fee Quoted between 200% of lowest amount (05 points)	0-30 points
Principal Office Location and Local Participation The proposed firm's or individual's approach to maximize utilization of local resources to provide the requested services including location of the Proposed to serve the City as evidenced by registration with the Florida Department of State 12 months prior to the issued date of this RFQ. Location Within: Riviera Beach (15 points) Palm Beach County (10 points) Florida (5 points) Outside of Florida (0 points)	0-15 points
SBE or M/WBE Owned SBE or M/WBE owned (15 points) Meet or Exceeds 15% participation (10 points) < 15 % participation (5 points)	0-15 points
TOTAL POSSIBLE WRITTEN SCORE	175 POINTS

Phase II Oral Evaluation:

Approach and Ability to Meet or Exceed Requested Needs	0-25 points
Business Operations and Customer Support	0-20 points
Firms Experience and Experience of Team	0-15 points
Overall all Presentation	0-15 points
TOTAL POSSIBLE ORAL SCORE	75 POINTS
TOTAL POSSIBLE OVERALL SCORE	250 POINTS

Each finalist may be requested to provide a presentation for the Evaluation Committee. These presentations allow each finalist an opportunity to provide the Evaluation Committee additional information regarding their Qualification and demonstrate the qualifications of the firm. Each Evaluation Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria shall be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories.

VIII. TERMS AND CONDITIONS

Addendum

All addendum issued during the time of proposing shall become part of the proposing documents, and receipt thereof shall be acknowledged in writing with the Qualification. The City accepts no responsibility for inaccurate Qualifications due to missed information contained in any addendum. Each Proposer should ensure that they have received all addendums and amendments to the RFQ before submitting their Qualifications. Please access the City web site at <http://www.rivierabch.com> for any addendum.

Addenda to RFQ

The City reserves the right to amend this RFQ prior to the RFQ opening date indicated. Only written addenda shall be binding. If, upon review, material errors in specifications are found, contact the Procurement Department (Rickey Little, Interim Procurement Director) a minimum of 7 calendar days prior to the RFQ submittal deadline to allow for review and subsequent clarification on the part of the City.

No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that obtained in this written RFQ document.

City of Riviera Beach Contract

The Contract for Professional Services shall prevail as the basis for contractual obligations between the selected Proposer and the City. The term and condition of the solicitation shall be incorporated into the City's contract.

Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Code of Ethics

If any Proposer violates or is a party to a violation of the Code of Ethics of the State of Florida and/or Palm Beach County with respect to this Qualification, such Proposer shall be disqualified from performing the work or from furnishing the goods or services for which the Qualification is submitted and may be further disqualified from bidding on any future Qualifications for work, goods or services for the City.

Completeness

All information required by the RFQ shall be submitted to constitute a legitimate Qualification.

Cone of Silence

No entity submitting Qualifications shall through their principal, attorneys, or agents, contact the City Council for the purposes of discussing any aspect of this RFQ for any possible decision on the RFQ; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. **Any action in violation of this provision shall be cause for disqualification from participation in this RFQ.**

Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFQs and Qualifications shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Qualification is exempt from the public records law, then the Proposer shall specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City shall treat all material received as public records.

Conflict of Interest

The award hereunder is subject to the laws of the State of Florida. All Proposers shall disclose, with their Qualification, the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers shall disclose the name of any City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Contract Approval: Terms of the contract shall include any and all items as specified in the Qualification, plus mutually agreed terms and conditions. The City Council shall be the sole judge of the Qualifications and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Council for final approval. If awarded, the contract shall be effective on the date is approved by the City Council of the City signed by all required parties and filed with the City Clerk.

Contractual Agreement

Any and all legal action necessary to enforce an award shall have venue in Palm Beach County and the contractual obligations shall be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor shall be enclosed at the time of submittal.

Cost Discussions

The Proposer shall not discuss cost information, except for clarification requested by the City prior to the posting of Qualification results, with any employee, City Council member or authorized representative of the City. Violation of this restriction shall result in rejection of the said Qualification.

Criminal

The Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

Deductibles

Any and all deductibles to the referenced policies are to be the responsibility of the successful firm.

Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of Qualifications to this solicitation.

Disclosure and Disclaimers

This RFQ is being issued by the City of Riviera Beach (hereinafter known as "City"). Any action taken by the City in response to Qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Qualifications, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Qualifications, may accept or reject Qualifications, and may accept Qualifications which deviate from the RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Qualifications in response to this RFQ (each such party being hereinafter known as "Proposer").

Following submission of a Qualification, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualification and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Qualification conforming to these requirements shall be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation shall be made as a result of the issuance of this RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Qualification submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such Qualification.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFQ, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation shall take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations shall commence with the second choice or, the City may, at its sole option, withdraw this RFQ.

The City reserves the right to select the Qualification which in the opinion and sole discretion of the City shall be in the best interest of and/or highest qualified to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-Qualification of Qualifications. All expenses in preparing the Qualification and any re-Qualifications shall be borne by the Proposer.

The City and the Proposer shall be bound only if and when a Qualification, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFQ may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Qualifications and supporting data shall be subject to disclosure as required by such laws. All Qualifications shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening Qualifications. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFQ shall become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers shall claim the applicable exemptions to disclosure provided by law in their Qualification to the RFQ by identifying materials to be protected, and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

Disability Compliance Requirement

All Proposers hired by the City are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities.

Dispute Resolution

Any suit brought in connection with the Financial Advisor services contract shall be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Procurement Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specific its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

Emergency Support

It is hereby made a part of this request for Qualifications that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Proposer agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

Equal Opportunity Requirements

It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state its commitment to meet these same requirements.

Proposers shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

Ethics Requirements

No Proposer may employ, directly or indirectly, the mayor, any member of the City Council or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any Proposer of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the Qualification of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Council regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of Riviera Beach Code of Ethics and Procurement Code provide for ethics in procurement. Proposers shall read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

Evaluation Process

The Evaluation Committee shall evaluate all Qualifications received. The committee shall examine each Qualification and determine how effectively it satisfies the RFQ.

Exception to the RFQ

It is anticipated that Proposers may find instances where they may take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include

the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Financial

Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability shall be submitted.

Financial Advisor's Responsibilities

Each Proposer is required, before submitting their Qualification, to carefully examine the Qualification requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQ. Ignorance on the part of the Proposer shall in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFQ.

The successful Proposer shall be required to assume responsibility for all services offered even if it is not provided. Further, the City shall consider the selected Proposers to be the sole point of contact with regard to contractual matters.

By submitting a Qualification, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. Proposer represents that the Qualification is made without connection with any persons, company or party submitting another Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

The continuation of this contract is contingent upon maintenance of the minimum qualifications as identified herein and satisfaction of services by the City. The Financial Advisor shall immediately notify the City in writing if any of the minimum qualifications are no longer being met.

Fidelity Bond

The Proposer shall procure and maintain a Blanket Fidelity Bond on each Proposer employee handling City funds (receipt, recording and transferring) for the term of the contract. The minimum limits of coverage shall be \$1,000,000 per occurrence.

Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2. The amount due, applicable discount(s), and the terms thereof.
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4. The Purchase Order or Contract number as supplied by the City.
5. An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it shall be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2. The amount due, applicable discount(s), and the terms thereof.
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4. The Purchase Order or Contract number as supplied by the City.
5. An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it shall be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

Formal Agreement

The successful Proposer shall be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered shall be as provided in the Qualification. The successful Qualification shall become an integral part of the contract, but may be modified by the provisions of the contract. Proposer agrees and understands that a specific scope or project may require coordination with another Financial Advisor or Financial Advisors and further agrees that the utmost professionalism shall be exemplified at all times.

Full Fee Disclosure

In a separate sealed envelope, clearly state "**Fee Proposals**". This section of the Qualification should clearly state the proposed cost for the required services. A firm fixed fee contract shall be awarded by the City. The sealed cost Proposal should contain all pricing information relative to performing professional financial advisory services for the City and CRA as described in this RFQ. The total all-inclusive fixed fee should contain all direct and indirect costs including all out-of-pocket expenses.

Gatekeeper of Documents

This document is issued directly by the City and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City.

Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of its Qualification.

Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with

Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City shall not be responsible for any cost incurred by the Proposer in connection with such presentations or interviews (i.e. travel, accommodations etc.).

Legal Requirements

Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, Qualification and evaluation of all Qualifications received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a Qualification response hereto and the City. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

Lobbying

Contact with any City or Riviera Beach Community Redevelopment Agency employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFQ, shall be grounds for elimination from the selection process. This restriction includes lobbying any City employee, appointed official or elected official.

Lobbying consists of introduction, communication, and discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Proposer from further City consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the City during any duly noticed public meeting.

By submitting Qualifications for this RFQ, the Proposer certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby City employees, appointed officials or elected officials as defined herein.

Minority/Women Business Enterprise Participation

All Proposers have an opportunity to increase their opportunity to be awarded a City contract/project by maximizing their use of qualified Minority Business Enterprise (M/WBE) in accordance with the City's M/WBE Program. It is the policy of the City that Minority Business Enterprise M/WBE shall have the maximum opportunity

to participate in and perform projects financed with City funds. Proposers are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all Proposers to hire Minority/Women Business Enterprise participants

The City shall have the right to consider price, quality, past performance including meeting qualified M/WBE commitments, time required for performance and qualifications of the Proposer in making awards.

The Proposer shall seek to maximize its use of qualified M/WBEs. The Proposer shall complete the PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS and LETTER OF INTENT TO PERFORM AS A MINORITY/SUB form (See Schedule One and Two) that shall be provided by the City with the RFQ package. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that shall be completed by qualified minority businesses. The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a Proposer based on the total qualified business participation.

All proposed minorities qualified business's shall provide a letter of participation on its own letterhead and signed by the chief operating officer stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed Qualification packet.

No Contingency

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.

Non-Collision Statement

By signing this submittal, the Proposer certifies that the submittal is made independently and free from collusion. Proposer shall disclose below, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

The Proposer shall certify under oath that it has not divulged, discussed or compared its Qualification with other Proposers and has not colluded with any other Proposer or parties to a Qualification whatsoever. See the Non-Collusion Affidavit form, which is required to be submitted.

Non Response Statement

If unable to submit a Qualification, please sign and return the "Statement of No-Qualification" by mail or fax advising the reason for not submitting a Qualification. To ensure inclusion in future bids, a Proposer should

submit a "Statement of No-Qualification" to be received by the Procurement Department no later than the stated Qualification opening date and time.

Non Warranty of Specifications

Due care and diligence have been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the City nor its representatives shall be responsible for any errors or omission in this RFQ nor for the failure on the part of the Proposer(s) to determine the full extent of exposures.

Ownership of Documents

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract shall require a full waiver of all intellectual property rights and copyrights in all such documents.

Other Agencies

All Proposers awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Further it is understood that each agency shall issue their own purchase order to the awarded Proposer(s).

Procurement Code

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFQ.

Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Public Entity Crime

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit Qualifications on a contract to provide any goods or services to a public entity, may not submit Qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit Qualifications on leases of real property to a public entity, may not be awarded or perform work as an Proposer , supplier, sub Proposer , 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 FS. 287.017 CATEGORY TWO: \$35,000.00 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Qualifications:

Acceptance/Rejection/Modification of Qualifications

The City reserves the right to reject any and all Qualifications when (1) such rejection is in the best interest of the City; or (2) if the Qualification contains any irregularities; provided, however, that the City reserves the right to waive any minor irregularities and to accept the most responsive and responsible Qualification. The City reserves the right to cancel this RFQ at any time and/or to solicit and re-advertise for other Qualifications. The City is not obligated to enter a contract on the basis of any Qualification submitted in response to this document.

The City reserves the right to negotiate modifications to Qualifications that it deems acceptable, and

to waive minor irregularities in Qualifications, if in the City's judgment that shall best serve the interests of the City.

Consideration of Qualifications

The City reserves the right to award the contract to the Proposer(s) that the City deems to offer the best overall Qualification. The City is therefore not bound to accept a Qualification on the basis of lowest price. In addition, the City at its sole discretion, reserves the right to cancel this RFQ, to reject any and all Qualifications, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the City to do so. The City also reserves the right to make multiple or split awards if it is deemed to be in the City Council's best interest.

Late Qualifications

Qualifications shall be opened and recorded on the date and time indicated, at the location specified in the Qualification request. It is the Proposers' responsibility to make certain that his/her Qualification is in the hands of the Procurement Director prior to the opening time at the specified location. The City accepts no responsibility for late or misdirected mail deliveries. Late Qualifications shall not be considered.

Withdrawal of Qualifications

Qualifications may be amended or withdrawn only by written notice prior to the Qualification opening. Qualification amendments shall be submitted in a sealed envelope. Amendments or withdrawals received after the Qualification's opening shall not be effective, and the original Qualification submitted shall be considered. The Proposer agrees that their Qualification shall not be withdrawn within sixty (60) calendar days following opening of the Qualifications, and that during such time his Qualification shall remain firm and irrevocable.

Qualification Acceptance Period

Any Qualification in response to this solicitation shall be valid for 60 days following opening of Qualification, to allow for formal action by the City Council. The Proposer agrees that during such time the Qualification shall remain firm and irrevocable. At the end of the 60 days, the Qualification may be withdrawn at the written request of the Proposer. If the Qualification is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Qualification Award

Award is expected to be made to the Proposer who best meets the requirements of City considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms shall be rendered between the City and the firm achieving a successful Qualification. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Council's decision shall be final.

Qualification Protest Cost and Filing Fees

Section 2(8-101) of the City's code allows for protest (Please reference Ordinance # 4010)

Written Protest- The written protest submitted to the Procurement Director shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Qualification, whichever is greater up to a maximum of \$2,500.

Appeal to the City Advisor- The written appeal to the City Manager shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.

Appeal to the City Council- The written request for an appeal to the City Council shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater,

up to a maximum of \$2,500.

Refund of Filing Fees- All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Director or City Manager as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the City. If the protest is denied the filing fee shall be forfeited to the City in lieu of payment of costs incurred by the City.

Reference

In order to ensure that the Proposer awarded the contract for the City's Financial Manger services is capable of handling the City's accounts, the firm shall provide a list of names and addresses of business customers of similar size and complexity to the City's organizational requirements. Municipal client references are preferable. In addition, each firm shall provide a copy of its most recent audited financial statement.

Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

Request for Additional Information by City

The Proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide and maintain the services to be provided. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Riviera Beach Police Department, licensure, etc.

Rights and Privileges: No Assignment

The selected Proposer shall be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Council.

Right of Negotiation

The City reserves the right to negotiate with the selected Proposer the exact terms, conditions and commissions/fees of the contract.

Right to Contract for Similar/Additional Services

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFQ shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the Qualification. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

Rights to Investigate and Audit: Office of Inspector General

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

Termination

The contract may be terminated by the City at any time, with or without cause.

Term of Contract

The term of the contract shall be for a period of three years with an option to renew for an additional two years. The City shall not accept alternative term Qualifications. Fees and service charges included in the successful

Qualification shall remain in effect for the initial three-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFQ, those services shall be provided in line with current pricing for similar services, not more than the Financial Advisor's then-current published rate. If the option is used to extend the contract date, financial Advisor's service charges shall remain the same unless otherwise negotiated.

Additional Terms and Conditions

Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the Qualification response shall be considered. Any and all such additional terms and conditions shall be no force and effect, and are inapplicable to this Qualification if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Qualification Documents are the only conditions applicable to this Qualification and the Proposer's authorized signature on the Qualification Response Form attest to this. Exceptions to the terms and conditions shall be not be accepted.

The content of this RFQ and all provisions of the successful response deemed pertinent by City may be incorporated into a contract and become legally binding.

Truth in Negotiation Certification

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the Person/Proposer receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

Use of Funds

The Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

The Proposer recognizes and agrees that the City shall not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Qualification information to third parties

Acknowledgments

By submitting Qualifications each Proposer is confirming that the Proposer has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes.

By submitting Qualifications, each Proposer acknowledges that it has read the information therein and agrees to comply with all the above City requirements.

IX. REQUIRED FORMS

Proposers shall complete and submit the following forms with their Qualification. The forms shall be submitted in Tab #7 of the Qualification as described in Section II. Failure to include any required forms/information as described within this Qualification may result in a rejected Qualification. The final decision for acceptance/rejection of any Qualification related to this RFQ is at the sole discretion of the City.

- A. Prospective Proposer Information Sheet, Attachment A
- B. References for Government Clients, Attachment B (place in Tab #2)
- C. Representatives and Disclosures, signed and notarized, Attachment C
- D. Financial Advisor's Certification, signed and notarized, Attachment D
- E. Non-Collusion Affidavit Certificate, signed and notarized, Attachment E
- F. Indemnification Clause, signed and notarized, Attachment F
- G. Drug-Free Workplace Certification, Attachment G
- H. Notification of Public Entity Crime Law, Attachment H
- I. Truth in Negotiation Certification, Attachment I
- J. Sworn Statement Pursuant to 287.133(3)(A), Florida Statutes, signed and notarized, Attachment J
- K. Schedules:
 - a. Schedule 1 - Participant for M/BE Contractors/Proposers
 - b. Schedule 2 - Letter of Intent to Perform as a Minority/Subcontractor
 - c. Schedule 3 - Participant for a Small Business Enterprises
 - d. Schedule 4 - Letter of Intent to Perform as a Small Business
 - e. Schedule 5 - Local Business Participant
 - f. Schedule 6 - Letter of Intent to Perform as a Local Business
- L. W-9 Form

Proposer(s) submitting Qualifications as a joint venture shall submit to the City, as part of Qualifications, a copy of any joint venture agreement.

All Proposers shall provide an e-mail address and contact so that any clarification may be shared

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR QUALIFICATION BEING REJECTED.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING A QUALIFICATION TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS QUALIFICATION.

ATTACHMENT A



CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404

PLAN HOLDER INFORMATION SHEET

EMAIL TO PURCHASING@RIVIERABCH.COM OR FAX TO 561-842-5105

PROSPECTIVE PROPOSER INFORMATION SHEET
RFQ 944-18-12

Please complete and fax this document to the Procurement Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

Procurement Department: Fax: 561-842-5105
Office: 561-845-4180

Contact Person _____

Business Name _____

Business Address _____

Business _____ City, _____ State, _____ Zip

Email Address: _____

Business Phone # _____ Business Fax # _____

ATTACHMENT B

REFERENCES FOR GOVERNMENT CLIENTS

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

Assigned Account Advisor: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

Assigned Account Advisor: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

Assigned Account Advisor: _____

ATTACHMENT C

REPRESENTATIONS AND DISCLOSURES

STATE OF _____ }
COUNTY OF _____ } SS:

I am an officer of the Financial Advisory Company, named below, submitting its qualifications under an RFQ and I am authorized to make the following Representations and Disclosures on behalf of the Financial Advisory Company. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Financial Advisor agrees that its Qualification may become part of any contract entered into between the City and the Financial Advisor.
2. There are no actual, apparent or potential conflicts of interest with Financial Advisor or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Qualification of Financial Advisor's Qualification is made without connection with any persons, company or party making another Qualification, and that it is in all respects fair and in good faith without collusion or fraud.
4. Financial Advisor has not filed for Financial bankruptcy in the past five (5) years.
5. Neither Financial Advisor nor any of Financial Advisor's principals have been convicted of or indicted for a felony or fraud.
6. Financial Advisor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Financial Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Financial Advisor, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or Financial Advisor, other than a bona fide employee working solely for Financial Advisor, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Financial Advisor certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Financial Advisor's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Financial Advisor certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify and affirm that to the best of my knowledge and belief, the above 9 statements are true.

Financial Advisor: _____

Officer's Name: _____ Title: _____

Signature: _____

BANKED AND SIGNED before me this _____ day of _____, 2017

by _____ (name) as _____ (title) of

_____ (Financial Advisor Financial Advisor), and who is personally

known to me

or produced _____ as identification.

Notary Stamp:

Notary Public

In the event Financial Advisor cannot execute this form as drafted, Financial Advisor may substitute a similar Representations and Disclosure certifying to the facts applicable to the Financial Advisor.

**ATTACHMENT D
FINANCIAL ADVISOR'S CERTIFICATION**

I have carefully examined the Request for Qualification, Instructions to Financial Advisors, General and/or Special Conditions, Specifications, Qualification and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Qualification at the prices or rates quoted in my Qualification. I agree that my Qualification shall remain Financial Advisor for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the Qualifications. Furthermore, I agree to abide by all conditions of the Qualification.

I certify that all information contained in this Qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Qualification on behalf of the Financial Advisor/business as its act and deed and that the Financial Advisor/business is ready, willing and able to perform if awarded the contract.

I further certify that this Qualification is made without prior understanding, agreement, connection, discussion, or collusion with any person, Financial Advisor or corporation submitting a Qualification for the same product or service; no officer, employee or agent of the City or of any other Financial Advisor interested in said Qualification; and that the undersigned executed this Financial Advisor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE

Sworn to and subscribed before me this _____
day of _____, 20_____.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES: _____

City, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____

ATTACHMENT E
NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____
(Title) (Name of Financial Advisor)

and that I am authorized to make this AFFIDAVIT on behalf of my Financial Management Company, and its owners, directors, and officers. I am the person responsible in my Financial Advisor for the price(s) and the amount of this Qualification.

I state that:

(1) The budgets shown in this Qualification have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Qualification (RFQ).

(2) Neither the price(s) nor the amount of the Qualification, and neither the approximate budgets nor approximate amounts in this Qualification, have been disclosed to any other Financial Advisor or person who is a responder or potential responder to this RFQ, and they shall not be disclosed before the Qualification opening.

(3) No attempt has been made or shall be made to induce any Financial Advisor or person to refrain from responding to this RFQ, or to induce them to submit a budget that is higher than the budget in this Qualification, or to submit any intentionally high or noncompetitive Qualification or other form of non-responsive Qualification.

(4) The Qualification and budget prepared by my Financial Advisor is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Financial Advisor or person to submit a complementary or other noncompetitive Qualification.

(5) Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) ©, Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

(6) _____, it's affiliated, subsidiaries, officers, directors, and _____
(Name of Financial Advisor)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that the (Name of Financial Advisor)

above representations are material and important, and shall be relied on by the City in awarding the contract(s) for which this Qualification is submitted. I understand and my Financial Advisor understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Riviera Beach of the true facts relating to the submission of Qualifications for this contract.

Signature

(Print Name and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____

(Notary Public)

My Commission Expires _____

**ATTACHMENT G
DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Qualifications which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Qualification received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Qualifications shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

_____ Of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

**ATTACHMENT H
CITY OF RIVIERA BEACH**

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Qualification on a contract to provide any goods or services to a public entity, may not submit a Qualification on a contract with a public entity for the construction or repair of a public building or public work, may not submit Qualifications on leases or real property to a public entity, may not be awarded or perform work as a Financial Advisor , supplier, sub Financial Advisor , 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 s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Financial Advisor Name

Signature

Name & Title (Print or Type)

**ATTACHMENT I
TRUTH IN NEGOTIATIONS CERTIFICATE**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____

*

_____ are accurate, complete, and current as of _____ **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between Financial Advisor and the City that are part of the Qualification.

FINANCIAL ADVISOR: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ ***

*Identify the Qualification, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFQ No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT J
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Riviera Beach

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose

business

is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2014.

Personally known _____

(Notary)
OR produced identification _____ Notary Public State of _____

(Type of Identification) My commission expires: _____

SCHEDULE 1
PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

RFQ TITLE: _____

RFQ NUMBER: _____

NAME OF PRIME BIDDER: _____

RFQ OPENING DATE: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____

EMAIL: _____

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
TOTAL					

TOTAL PARTICIPATION: _____%

TO BE COMPLETED BY
PRIME PROPOSER:

RFQ PRICE: _____

SCHEDULE 2

RFQ NUMBER: _____
LIASON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: _____

The undersigned intends to perform work in connection with the above RFQ as (check one):

___ an individual ___ a corporation ___ a partnership ___ a joint venture

___ The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming Design, Architecture, Construction Document, Project Management, Construction Administration

At the following price: _____

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items: _____ Projected Commencement Date: _____ Projected
Completion: _____

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF MINORITY CONTRACTOR)

DATE: _____

BY: _____

SCHEDULE 3
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

RFQ TITLE: _____ RFQ
NUMBER: _____

NAME OF PRIME BIDDER: _____ RFQ OPENING
DATE: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____
DEPARTMENT: _____

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CERTIFICATION

TO BE COMPLETED BY PRIME PROPOSER:

RFQ PRICE: _____

TOTAL PARTICIPATION: _____%

SCHEDULE 4

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO:

The undersigned intends to perform work in connection with the above RFQ as (check one):

an individual a corporation a partnership a joint
venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming, Design, Architecture, Construction Documents, Project Management, Construction Administration

At the following price: \$ _____

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items:</u>	<u>Projected Commencement Date:</u> _____	<u>Projected</u>
<u>Completion:</u>		

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

Name of Small Business Enterprise Contractor

Date: _____

BY:

SCHEDULE 5
PARTICIPATION FOR LOCAL BUSINESS AS CONTRACTOR AT LEAST 25%

RFQ TITLE: _____ RFQ
NUMBER: _____

NAME OF PRIME BIDDER: _____ RFQ OPENING
DATE: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____
DEPARTMENT: _____

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	% TO BE PERFORMED BY LOCAL BUSINESS	ESTIMATED DOLLAR VALUE

TOTAL: _____%

TO BE COMPLETED BY PRIME PROPOSER:

RFQ PRICE: _____
_____%

TOTAL PARTICIPATION:

SCHEDULE 6

LETTER OF INTENT TO PERFORM AS A MINORITY/SMALL BUSINESS ENTERPRISE

TO:

The undersigned intends to perform work in connection with the above RFQ as (check one):

an individual a corporation a partnership a joint
venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming, Design, Architecture, Construction Documents, Project Management, Construction Administration

At the following price: \$ _____

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items:</u>	<u>Projected Commencement Date:</u>	<u>Projected</u>
<u>Completion:</u>		

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

Name of Local Contractor

Date: _____

BY:

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,