

**CITY OF RIVIERA BEACH  
REQUEST FOR QUALIFICATIONS  
FOR  
WATER TREATMENT PLANT AND UTILITY SYSTEM CHEMICAL FEED SYSTEM  
IMPROVEMENTS  
(RFQ NO. 999-20-2)**

**DESIGN-BUILD SERVICES**

**600 WEST BLUE HERON BOULEVARD, SUITE 140  
RIVIERA BEACH, FL 33404**



<b>Event</b>	<b>Date</b>
<b>DATE RELEASE OF RFQ</b>	June 8, 2020
<b>DEADLINE FOR QUESTIONS/REQUEST FOR CLARIFICATIONS</b>	June 22, 2020 @ 11 A.M.
<b>PROPOSAL DUE DATE/TIME (DEADLINE)</b>	July 8, 2020 @ 11 A.M.
<b>PRELIMINARY SCORING/SHORTLISTING FIRMS *</b>	July 13, 2020
<b>ORAL PRESENTATIONS/INTERVIEWS OF SHORTLISTED FIRMS*</b>	TBD
<b>ANTICIPATED COUNCIL APPROVAL TO NEGOTIATE*</b>	TBD

\* = Estimated dates

**BID CONTACT:**

**RICKEY LITTLE  
SENIOR PROCUREMENT SPECIALIST**

**2051 MLK Blvd., Suite 310  
Riviera Beach, FL 33404  
Email: rlittle@rivierabeach.org**

**NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE SENIOR PROCUREMENT SPECIALIST @ RLITTLE@RIVIERABEACH.ORG VIA EMAIL.**



**CITY OF RIVIERA BEACH  
REQUEST FOR QUALIFICATIONS  
FOR  
WATER TREATMENT PLANT AND UTILITY SYSTEM CHEMICAL FEED SYSTEM  
IMPROVEMENTS  
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**DESIGN-BUILD SERVICE**

**600 WEST BLUE HERON BOULEVARD, SUITE 140  
RIVIERA BEACH, FL 33404**

Rickey Little, Senior Procurement Specialist  
2051 MLK Blvd., Suite 310  
Riviera Beach, FL. 33404

The City of Riviera Beach pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act invites qualified Design-Build firms or individuals licensed by the State of Florida to provide professional engineering and construction services to submit their qualifications to assist final design and construction to the chemical feed system improvements.

This solicitation provides guidelines for submission and outlines the essential services desired for the engagement. Submittals will 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) Wednesday, July 8, 2020**

**Late submittals will not be accepted or considered.**

This Public Solicitation document, including a scope of services may be obtained by visiting the CITY's web site at [www.rivierabch.com](http://www.rivierabch.com).

Responses shall be prepared, addressed and submitted in compliance with the instructions set forth in the solicitation documents. The CITY reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the CITY.

PUBLISH: Palm Beach Post – June 7, 2020  
[www.rivierabch.com](http://www.rivierabch.com) – June 8, 2020

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1. DRUG FREE WORKPLACE
2. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
3. CERTIFICATE OF TRUTH IN NEGOTIATIONS
4. SCHEDULE 1 – PARTICIPATION FOR M/WBE PROPOSER S/PROPOSERS
5. SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACOR



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

**PLAN HOLDER INFORMATION SHEET**

**EMAIL [RLITTLE@RIVIERABEACH.ORG](mailto:RLITTLE@RIVIERABEACH.ORG)**

**PROSPECTIVE PROPOSER INFORMATION  
SHEET  
RFQ #999-20-2**

**PLEASE COMPLETE AND EMAIL THIS DOCUMENT TO THE PROCUREMENT DEPARTMENT. YOUR INFORMATION WILL BE ADDED TO THE CURRENT PLAN HOLDER LIST AND HELPS TO INSURE RECEIPT OF CHANGES OR ADDITIONAL INFORMATION.**

**PROCUREMENT DEPARTMENT:      OFFICE      561-845-4180**

Contact Person

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Business Name

---

Business Address

---

Business City, State, Zip

---

Email Address:

---

Business Phone # \_\_\_\_\_ Business Fax # \_\_\_\_\_

**GENERAL TERM & CONDITIONS  
SECTION 1**

**1-1 OVERVIEW**

The City of Riviera Beach is the approximately 8 square miles and provides service to approximately 38,000 residential customers and 2,600 commercials, industrial and hotel/motel establishments. The City of Riviera Beach maintains approximately 80 miles of roadway throughout the City.

**1-2 PROPOSAL SUBMISSION AND OPENING**

Engineering firms or qualified individuals desiring to submit proposals must submit two (2) original hard copy and six (6) digital copies (external storage device aka thumb drive) of a comprehensive proposal to include the items listed in Section 4-1 of this Request for Statement of Qualifications (RFQ). All proposals must be received by the City of Riviera Beach no later than **11:00 am, Wednesday, July 8, 2020** in order to be considered. The RFQ must be submitted in sealed packaging with all external packaging clearly identified with the following:

**“RFQ #999-20-2 CITY OF RIVIERA BEACH WATER TREATMENT PLANT AND UTILITY SYSTEM IMPROVEMENTS CHEMICAL FEED SYSTEM IMPROVEMENTS DUE DATE TUESDAY, JULY 8, 2020 at 11:00 AM”**

**NOTE: FIRMS INTENDING TO PARTICIPATE IN THE SOLICITATIONS SHALL SUBMIT PACKAGE FOR THE SOLICITATION NUMBER RFQ #999-20-2. THE CITY SHALL REJECT ANY CONJOINED SUBMITTAL.**

The response provided should be tabbed separately but numbered sequentially.

Interested parties should send or hand deliver their completed responses to the following address:

**City of Riviera Beach  
Office of the City Clerk  
600 West Blue Heron Boulevard, Suite 140  
Riviera Beach, FL 33404**

The CITY shall not accept or consider responses submitted via facsimile transmission or email.

Proposals received after this deadline will not be considered. Proposers must return all addenda certification forms, if issued, with their RFQ submittal. It is the responsibility of each proposer to inquire about addenda.

Proposers must be a qualified firm or individual licensed by the State of Florida to provide professional engineering services and are or have a firm on their team licensed as a general contractor in the State of Florida. This proposal summary has been prepared in order to facilitate the City’s review of the proposals.

**1-3 INQUIRIES**

For additional information, the CITY encourages qualified firms to contact Rickey Little, Senior Procurement Specialist, at (561) 845-4180 or via email [rlittle@rivierabeach.org](mailto:rlittle@rivierabeach.org)

#### **1-4 RFQ SCHEDULE**

The CITY will use the following timelines which will result in selection of qualified firms. The City reserves the right to change and or delay scheduled dates.

<b>Event</b>	<b>Date</b>
<b>DATE RELEASE OF RFQ</b>	June 8 , 2020
<b>DEADLINE FOR QUESTIONS/REQUEST FOR CLARIFICATIONS</b>	June 22, 2020 @ 11 A.M.
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#### **1-5 PROPOSAL DISCLOSURE**

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to this RFQ by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

#### **1-6 ACCEPTANCE OR REJECTION OF PROPOSALS**

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

#### **1-7 DISQUALIFICATIONS**

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any response; to reject any or all responses in whole or in part, or to reissue a Request for Statement of Qualification.

Any responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

#### **1-8 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 a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **1-9 CODE OF ETHICS**

If any firm 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 proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the CITY.

## **1-10 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 their commitment to meet these same requirements.

## **1-11 CONTRACTUAL AGREEMENT**

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida.

## **1-12 INDEMNIFICATION**

The Proposer shall indemnify and hold harmless the City of Riviera Beach, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability and expenses (including attorney's fees). This includes but is not limited to loss of life, bodily or personal injury or property damage and loss of user thereof which are directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the operations of the proposer or his/her subcontractors, agents, officers, employees or independent contractors

## **1-13 CONE OF SILENCE**

No entity filing a response to this RFQ shall through their principal, attorneys, or agents, contact the City Council nor City Staff 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 or City Staff. **Any action in violation of this provision shall be cause for disqualification of the response to this RFQ.**

## **1-14 NON-COLLUSION STATEMENT**

By signing this offer, the proposer certifies that this offer is made independently and free from collusion. Proposer 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) (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 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 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.



## **1-15 LOBBYING**

Contact with the any CITY 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, 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 Respondent 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 a proposal, qualifications or other response for this RFQ, the firm or individual entity 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.

## **1-16 GRATUITY PROHIBITION**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY OF RIVIERA BEACH for the purpose of influencing consideration of this proposal.

## **1-17 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Department (Rickey Little). Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities?

## **1-18 ADDENDA TO RFQ**

The CITY reserves the right to amend this RFQ prior to the RFQ opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Procurement Department (**Rickey Little**) before or by the final day and time for questions as indicated.

No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the CITY OF RIVIERA BEACH. No employee of the CITY OF RIVIERA BEACH 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.

## **1-19 REQUESTS FOR ADDITIONAL INFORMATION**

Prior to the final selection, proposers may be required to submit additional information which the CITY may deem necessary to further evaluate the proposer's qualifications.

## **1-20 RIGHT OF WITHDRAWAL**

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

## **1-21 EXCEPTIONS 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 OF RIVIERA BEACH, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

## **1-22 DENIAL OF REIMBURSEMENT**

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

The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a proposal to this RFQ.

## **1-23 TRUTH IN NEGOTIATION CERTIFICATE**

For all contracts, the person/firm 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.

## **1-24 NON-APPROPRIATION OF FUNDS**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this project, then the City shall have the unqualified right to terminate the work order(s) or agreement upon written notice to the Proposer, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

## **1-25 SUB-CONTRACTOR(S)**

A sub-contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFQ. A sub-contractor shall be paid through the Proposer(s) and not paid directly by the City. Proposer(s) shall clearly reflect in its response the major sub-contractor to be utilized in the performance of required services. The City retains the right to accept or reject any sub-contractor proposed prior to agreement execution. Any and all liabilities regarding the use of a sub-contractor shall be borne solely by the successful proposer(s) and insurance for each sub-contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the successful proposer(s) nor any of its sub-contractors are considered to be employees or agents of the City.

Proposer(s) shall include in their response the requested sub-contractor information and include all relevant information required of the proposer(s).

## **1-26 LOCAL VENDOR PREFERENCE**

Under the City's Procurement Code, Article 10, Section 10-101, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The proposer shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the City to pay more than \$25,000.00 above the amount proposed by the non-local vendor which would have been recommended for award if the local vendor preference had not been applied.

## **1-27 BID PROTEST COST AND FILING FEES**

Article 8 of the City's Procurement Code addresses the process and procedure for bid protests. Time is of the essence with all bid protests and a protest must be timely submitted to the City or it will be waived. The following amounts must be submitted with the protest:

- A. Written Protest. The written protest submitted to the Procurement Manager must 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 Proposal, whichever is greater up to a maximum of \$2,500.
- B. Appeal to the City Manager. The written appeal to the City Manager must 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.
- C. Appeal to the City Council. The written request for an appeal to the City Council must 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 Manager 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.

## **1-28 RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE 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 City to be a material breach of any contract entered into between the parties as justification for termination.

## **1-29 OTHER ACKNOWLEDGEMENTS**

**By submitting a proposal 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 a proposal, each proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.**

## **1-30 CITY OF RIVIERA BEACH CONTRACT**

The CITY reserves the right to reject any or all offers or to accept any offers which is in its best interest. The CITY also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The CITY reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site visitation are not to be construed as an indication that a proposer will receive or is in the best position to receive a contract award.

The Proposer(s) selected to provide the service(s) requested herein shall be required to execute a Continuing Contract for the Delivery of Design-Build Services with the City.

The Contract for Design-Build Services shall prevail as the basis for contractual obligations between the selected firm(s) and the CITY for any terms and conditions not specifically stated in this Request for Statement of Qualifications.

Throughout this RFQ, the phrases “must” and “shall” will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

If a satisfactory contract cannot be negotiated with the recommended proposer(s), negotiations simultaneously will then be started with the first alternate vendor and so on.

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

The CITY reserves the right to cancel the contract, or portions thereof, without penalty at any time.

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**SCOPE OF SERVICES  
SECTION 2**

**2-1 INTRODUCTION**

The City of Riviera Beach, Florida invites qualified and appropriately licensed Design-Build Firms licensed by the State of Florida, pursuant to Florida State Statute 287.055, “**Consultants Competitive Negotiation Act**” to perform Design-Build Services for the City of Riviera Beach. Proposers must demonstrate their experience in general Water Treatment Plant Engineering and Construction Services including design, permitting, and construction through appropriate local agencies in accordance with Florida State Statutes.

The City will issue continuing contracts in accordance with Florida Statute 287.055(g)

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

This invitation to submit Statements of Qualifications is extended to all qualified firms.

**2-2 SCOPE OF SERVICES**

The Scope of Services generally include professional engineering services including final completion of the design and construction. See the attached design criteria package (technical memorandum for the detailed scope of work.

**2-3 PROPOSED PROJECTS AND WORK**

The City recommends proposers review and familiarize themselves with the Utility District Capital Plan as outlined in the City’s budget document available on the City webpage [www.rivierabch.com](http://www.rivierabch.com).

**2-4 CITY’S RESPONSIBILITIES**

The City will assist the selected Design-Builders in coordinating the implementation of its capital improvement projects and other non-capital projects. The City staff will work closely with all stakeholders to assure continuity in the process.

**QUALIFICATIONS OF DESIGN-BUILDERS  
SECTION 3**

### **3-1 MINIMUM REQUIREMENTS**

Proposals will only be considered from Design-Builders normally engaged in providing the types of services specified herein. The City reserves the right to inspect the design-builder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine design-builder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The firm must have demonstrate the capacity to have obtain performance and payments for at least five million dollars or more depending on the final guaranteed maximum price.

No proposal will be accepted from, nor will any contract be awarded to any person who has an outstanding debt to the City, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.

The firms and their sub-consultant/contractor team will have demonstrated the required experience and credentials as professional engineering consultants and general contractors in accordance with the contents of the solicitation.

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**INSURANCE REQUIREMENTS  
SECTION 4**

The successful firm or individual entering a resulting contract with the City shall provide, pay for, and maintain in full force and affect at all times during the services to be performed insurance as set forth below:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker’s Compensation, as applicable	\$1,000,000 per accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
Including employer’s liability insurance	\$1,000,000 per occurrence

The successful firm must 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 Twenty Thousand Dollars (\$20,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any 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 must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than “excellent” by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. 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 Respondent’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal.**

**All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

**City of Riviera Beach  
Attn: Rosilyn Dickerson, Human Resource Director  
2051 MLK Blvd.  
Riviera Beach, FL 33404  
Email: rdickerson@rivierabeach.org**

**PROPOSAL FORMAT  
SECTION 5**

**5-1 PROPOSAL FORMAT**

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the CITY. It is the intent of the CITY to select one or more proposers to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFQ is intended to restrict the CITY in any way in the selection of the proposal or proposals that best meets the needs of the CITY. **The CITY reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. All proposals submitted become the exclusive property of the City of Riviera Beach.**

The Proposer/Firm must have demonstrated experience in providing the type of service requested in this Request for Statement of Qualifications (RFQ). Written proposals should be brief, but may be accompanied by preprinted brochures. Proposals shall include at least the following (in this order):

- A. Title page to include solicitation name and number; name of firm or individual submitting the proposal, address, telephone number, e-mail address, contact person, and date of proposal.
- B. Table of Contents. The table of contents should outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.
- C. Transmittal letter (on company letterhead). An introduction letter introducing the company and including; the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the services. The letter should not exceed two pages in length.
- D. Company Overview/Qualifications of Firm. To include the number of years in business, licenses, equipment, references, whether the proposer is local, regional, or national, and other pertinent information to demonstrate that the proposer has the capacity necessary to perform the work as required. Additionally, specify whether the proposer is a corporation, sole proprietor, or partnership. Document whether or not your company is a Minority Woman owned business. Include M/WBE certification and other certifications and licenses.
- E. Staff Experience. Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. Describe the experience in conducting similar projects for the Project Manager(s) or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- F. Past Performance. Provide a minimum of five (5) references (in matrix format), including at a minimum three (3) municipalities located in the State of Florida for which you provided a similar service within the past six (6) years of the scope and nature required by this RFQ. These references must include, as a minimum: name of company, address, contact person, phone number, dates of performance, and a general description of the work performed.

Name & Address of Company	Contact Person	Phone Number	Dates Services Provided: Start - End	Description of work performed

- G. Project Understanding, Proposed Approach, and Methodology. Describe in detail, your understanding of the Scope of Work and your positive commitment to timely perform the proposed contract work.
- H. Disputes, Litigation and Defaults. State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.



- I. Required Forms: Proposal Required Forms with all required information completed and all signatures as specified. Any modifications or alterations to these forms shall not be accepted and proposal will be rejected. The enclosed original forms will be the only acceptable forms.
- J. Addenda.

The response provided for each category should be tabbed separately but numbered sequentially.

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**EVALUATION PROCESS  
SECTION 6**

**6-1 GENERAL OVERVIEW**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFQ. A responsive proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

As part of the proposal evaluation process, the City may conduct a background investigation of individuals working for the proposer including a record check by the Riviera Beach Police Department. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to such investigation. The City shall be the sole judge in determining proposal qualifications. The evaluation of proposals shall be to establish the ranking order of the Proposers. The Evaluation Committee shall evaluate all responsive proposals to establish the final ranking order.

The shortlisting of Proposers shall be based on the three (3) highest scores for written proposals. Oral interviews shall be optional, however, if in the City's sole discretion, oral interviews are required, then a ranking of the shortlisted firms will after oral presentations have occurred. The City reserves the right to reject any or all offers or to accept any offers which is in its best interest. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure that do not conflict with other laws or state statutes

The City reserves the right, before qualifying any Proposer, to require the Proposer to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site visitation are not to be construed as an indication that a Proposer will receive or is in the best position to receive a contract award.

The Procurement Department will prepare and submit a recommendation to the user department which will then submit a recommendation to the City Manager.

The City Manager will submit a recommendation for approval to the City Council of the City of Riviera Beach.

The City Council may award a contract or reject any or all proposal(s). The City Council may, in its discretion, interview proposers and/or evaluate based upon the criteria set forth herein. The City Council can award a contract based upon its independent review in rendering a decision.

The City reserves the right to cancel this RFQ, or portions thereof, without penalty at any time.

## **6-2 EVALUATION CRITERIA**

A maximum total number of points are set out in the table following this discussion. Each category of evaluation criteria will be broken down further with points assigned to each. When appropriate, points will be awarded based upon a quantitative review of the proposals.

The following qualitative guidelines will be used for assigning points:

**Outstanding Proposal:** Highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the proposal covers areas not originally addressed within the RFQ category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This proposal is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

**Excellent Proposal:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFQ. The Proposer provides insight into its experience, knowledge and understanding of the subject matter.

**Good Proposal:** Meets all the requirements within the category and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This proposal demonstrates an above average performance with no apparent deficiencies noted.

**Fair Proposal:** Meets the requirements in the category in an adequate manner. This proposal demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.

**Inadequate Proposal:** Minimally meets the requirements in the category.

**Failed Proposal/ No Proposal (no points awarded):** Does not meet the requirements for the category

Proposals will be evaluated on a "best qualified" basis using the stated evaluation criteria listed below.



## **REQUIRED FORMS**

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE.

1. DRUG FREE WORKPLACE
2. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
3. CERTIFICATE OF TRUTH IN NEGOTIATIONS
4. SCHEDULE 1 – PARTICIPATION FOR M/WBE PROPOSER S/PROPOSERS
5. SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY/SUB

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

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

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**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid 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 bids will 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 will 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 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

**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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a 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 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:

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Firm Name

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Signature

---

Name & Title (Print or Type)

**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 proposer and the City that are part of the proposal.

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ \*\*\*

\*Identify the proposal, 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, or, 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.





SCHEDULE 2

RFQ NUMBER: \_\_\_\_\_  
LIASON: \_\_\_\_\_

LETTER OF INTENT TO PERFORM AS A MINORITY/SUB

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):

At the following price/ contract percentage (%): \_\_\_\_\_

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 Proposer s 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 PROPOSER)

DATE: \_\_\_\_\_

BY: \_\_\_\_\_