



"The Best Waterfront City in Which to Live, Work and Play."

REQUEST FOR QUALIFICATIONS FOR PUBLIC-PRIVATE PARTNERSHIP ADVISORS

Solicitation No. 1020-21-1

Issue Date: January 5, 2021

Due Date: February 4, 2021 at 3:00pm

**RONNIE L. FELDER, MAYOR
JULIA BOTEL, Ed.D., CHAIRPERSON
DOUGLAS A. LAWSON, CHAIR PRO TEM
SHIRLEY LANIER, COUNCILPERSON
TRADRICK MCCOY, COUNCILPERSON
KASHAMBA MILLER –ANDERSON, COUNCILPERSON

JONATHAN E. EVANS, CITY MANAGER**



GENERAL INFORMATION

1. PURPOSE AND INTENT

The City of Riviera Beach (City), and the Riviera Beach Community Redevelopment Agency (CRA), through its Mayor, City Council, CRA Board of Commissioners, and City Manager/Executive Director, wish to establish a pool of Advisors for public-private partnerships. The Advisors provide advice, insight and recommendations to the City and/or CRA on certain P3 proposals (solicited or unsolicited projects) proposed to or by the City or CRA, pursuant to Section 255.065, Florida Statutes (P3 Advisors); and/or certain development projects procured by the City or CRA through competitive solicitations other than P3 proposals.

The advice, insight and recommendations shall include, but not be limited to any proposed financing structure including bond issuance, source and use allocation, economic forecasts, cash-flow analysis, return on investment (ROI) analysis, cost/benefit analysis, feasibility studies, constructability and building plans, contractual agreement terms and conditions, legal structure, municipal process, participant qualifications and capacity, and *all other* material aspects of a P3 project proposal or development proposal. Your firm is invited to submit a proposal to be considered for selection to the pool. Once selected to the pool, firms will be designated for specific P3 or development projects and their fee will be determined in accordance with subsequent task orders as a result of this RFQ.

2. POOL of FIRMS

- 2.1 Based upon receipt and review of the responses received to this RFQ, the City and/or CRA will determine whether to establish the pool and how many and which firms to include in such pool.
- 2.2 Once the pool is established, the term of the appointment to the pool will be for a period of up to two (2) years. The City and/or CRA reserves the option, in their sole discretion, singular or plural, to renew the P3 or Development Advisor pool for additional terms, as provided herein.
- 2.3 For each P3 or development project, the City or CRA shall solicit from three or more firms in the pool information as to the firm's experience, expertise, staffing and proposed fee structure. Based on this information, the City and/or CRA will choose a firm to serve as P3 or Advisor for such transaction.
- 2.4 The City and/or CRA reserves the right, in their sole discretion, singular or plural, at any time, and from time to time, during the term of the pool, to engage one or more firms pursuant to a separate procurement process when, in the City's or CRA's sole judgment, another P3 or Advisor is required to handle a particular transaction.
- 2.5 The City and/or CRA also reserves the right, in their sole discretion, singular or plural, to terminate any firm from the pool or to terminate the entire pool, at any time, and to establish other pool(s) through a separate procurement process. Appointment to the pool does not provide any assurance that any member of the pool shall receive appointment to any particular P3 or development project.

SCOPE OF WORK

3. SCOPE OF SERVICES

The selected P3 or Advisors will work with the City, CRA, its respective employees and other professionals selected by the City and/or CRA, to review P3 proposals for approval pursuant to Section 255.065, Florida Statutes and any related City ordinances or regulations, *and/or* to review development projects and any related City ordinances or regulations or other applicable laws. The P3 or Advisor(s) selected must be proficient in the items described below.

- 3.1 Review of P3 project plans or development project plans to determine risk and reward allocation and cost/benefit analysis.
- 3.2 Review of P3 project plans to determine appropriateness of economic forecasts both as specifically required pursuant to Section 255.065, Florida Statutes, and as necessary to provide a detailed review of the proposed transaction.
- 3.3 Review of proposed development project plan to determine financial feasibility or economic forecasts including source and use analysis, cash-flow projections to provide a detailed financial review of the proposed transaction.
- 3.4 Review of P3 or development project plans to determine appropriateness of legal structure.
- 3.5 Review of P3 or development project plans to determine appropriateness of municipal engagement or partnership, including, if applicable, cost/benefit and return on investment to determine whether the P3 project plan's revenue projections are sufficient to offset the public funding requirement, where applicable.
- 3.6 Review of P3 or development project plans to determine appropriateness of the financing and construction plans, including the transfer of risk, ownership, responsibilities and entitlements over the project lifecycle and the environmental compliance plan.
- 3.7 Review of P3 or development project plans to determine the appropriateness of the design/build plans.
- 3.8 Review of P3 or development project plans to determine the appropriateness of the long-term maintenance and management plans, if any.
- 3.9 Review of P3 or development project plans to determine the appropriate qualifications and capacity of the participants and experts.
- 3.10 Review of P3 project plans to determine compliance with the requirements of Section 255.065, Florida Statutes and any City ordinance (s) and regulations; or, review of the development project plans to determine compliance with any applicable City ordinance(s) and regulations and applicable state or federal laws.

- 3.11 Evaluation of the review described above and provision of a recommendation for approval or rejection or modifications.
- 3.12 Conduct and provide a “*Lifecycle Cost Analysis*”, i.e., an analysis calculating the cost of an asset over its entire life span, including the cost of planning, constructing, operating, maintaining, and replacing the asset, estimates of sufficient capital improvement reserves, and, when applicable, salvaging the asset. The analysis must compare the proposed life cycle cost of the proposed project to what the project would likely cost the City, or CRA, if a standard, non-P3 delivery method was used. The Comprehensive Agreement must identify if there is no cost to the City, or CRA, of an asset projected for the City or CRA.
- 3.13 Conduct a “*Value for Money Analysis*”, i.e., a process used to compare the financial impacts of a P3 method of delivery with the financial impacts for the traditional public delivery alternative. Generally, the *Value for Money Analysis* will estimate the present value of the life-cycle cost of a project where the City or CRA finances, designs, builds, maintains and /or operates such project through the procurement process commonly used by the City or CRA for the procurement of similar goods and services versus the present value of payments to be made to a private entity for undertaking the same project on behalf of the City or CRA. A *Value for Money Analysis* may also assess the value of any risks retained by the City or CRA, opportunity costs, and ancillary costs borne by the City or CRA in using a P3.
- 3.14 Preparation of draft and final reports.
- 3.15 Presentations to the City Council or CRA Board of Commissioners, as required or necessary.

REQUIRED COMPONENTS OF THE PROPOSAL

4. REQUIRED COMPONENTS OF THE PROPOSAL

Each firm submitting a proposal must follow the RFQ instructions in preparing and submitting its proposal. The proposing firm is advised to thoroughly read and follow all instructions. A proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in this RFQ will be deemed to be incorporated by reference in their entirety into any response submitted by your firm.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFQ.

- 4.1 In lieu of a cover letter, provide a one-page Executive Summary identifying and substantiating the basis of your contention that your firm is qualified to be designated as a member of the pool. Also provide the name, title, business address, e-mail address, telephone number and fax number of the individual the City should contact regarding your proposal.
- 4.2 Provide a brief description of your firm, its ownership structure and its state/country of incorporation or formation. **Describe your firm’s physical presence in the State of Florida**, including the number of offices, the number of employees and the type of business activity

conducted. Also, describe the participation of minorities and women in your firm. Please indicate the percentage of your firm that is owned by minorities and women.

- 4.3 Describe your firm's P3 project capabilities and experience, including any experience in evaluating P3 projects. Please list three references from current and past clients.
- 4.4 Describe your firm's development project capabilities and experience, using traditional procurements methods as a request for proposals, including any experience in evaluating development projects. Please list three references from current and past clients.
- 4.5 Given the many types of potential P3 transactions, this RFQ does not provide a specific example for you to evaluate. Instead, please provide your proposed process for evaluating a generic P3 project in order to provide an approval or rejection recommendation report, including an analysis of your costs to complete the evaluation. Provide, as an appendix, all appropriate documents and schedules that support your idea(s).
- 4.6 Please provide your proposed process for evaluating a traditional competitive solicitation as a request for proposal for a development project in order to provide an approval or rejection recommendation reporting, including an analysis of your costs to complete the evaluation. Provide as an appendix, all appropriate documents and schedules that support your idea(s).
- 4.7 List your proposed fees and expenses for transactions assigned to members of the pool. **Please note that the City and/or CRA reserve the right to negotiate fees with responding firms as deemed in the best interests of the City and/or the CRA.**
- 4.8 List and describe the primary personnel who will be assigned to the P3 projects if the firm is selected for a particular P3 project. Please discuss in-depth all relevant experiences they have with P3 projects.
- 4.9 List and describe the primary personnel who will be assigned to a traditional, competitive solicited, development project if the firm is selected. Please discuss in-depth all relevant experiences they have with such development projects.
- 4.10 Describe any unique opportunities or recommendations, which your firm feels are appropriate for consideration. Describe the characteristics that would make your firm uniquely qualified to serve as a P3 Advisor to the City and/or CRA.
- 4.11 Describe the characteristics that would make your firm uniquely qualified to serve as an Advisor to the City or CRA on a traditional, competitive solicited development project.
- 4.12 As an appendix, identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the firm serving as a P3 advisor to the City or CRA, or serving as an advisor to the City or CRA for a traditional competitive solicited development project, including but not limited to conflicts with financial advisors, law firms, etc., providing services to the City and/or CRA.
- 4.13 As an appendix, describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests

of or involving your firm or the owners, principals or employees. Describe the nature and status of the matter and the resolution, if any.

- 4.14 As an appendix, provide a list of any sanctions or penalties brought against your firm or any of its personnel (including suspension or disbarment) by any regulatory or licensing agencies. Include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal.

SUBMISSION INSTRUCTIONS AND REQUIREMENTS

5. SUBMISSION INSTRUCTIONS AND REQUIREMENTS

5.1 All respondents are required to limit their proposals to twenty (20) pages or less (exclusive of appendices) at no smaller than 12-point type. All copies of the Respondent's submittal shall be on 8½" x 11" plain white paper, typed, with tabs separating each section. Proposals must be signed by the duly authorized official(s). Proposers may withdraw their proposals by notifying the City in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and representatives must disclose their identity and provide a signed receipt for the proposal. Otherwise, RFQs once opened, become the property of the City/CRA and will not be returned to the Proposers.

5.2 This RFQ document, which includes the scope of services shall be available for download on and may be obtained by visiting the City's website at www.rivierabch.com. The link to the City's solicitation portal; <https://network.demandstar.com/agencies/florida/city-of-riviera-beach/procurement-opportunities/ac495a12-6345-4238-86a0-6d5091f55c45/>. *Any uncertainty regarding the time a Proposal is received shall be resolved against the Proposer. Submittals sent by facsimile or email will not be accepted.*

5.3 Refer all questions, comments, and inquiries to this RFQ to the Procurement Department, point of contact, Althea Pemsel, MS, CPSM, Director of Procurement, via E-Mail: apemsel@rivierabeach.org. **Please submit one (1) original and six (6) hard copies and (2) digital copies on a USB drive.**

Publish: January 3, 2021 Palm Beach Post

Publish: January 5, 2021 Website: www.demandstar.com

Sealed RFQ's shall be submitted by 3:00 PM, Thursday, February 4, 2021. When submitting a proposal to this RFQ in person, visitors to City Hall must allow time for security measures. Visitors to City Hall will be required to enter through the main door of the building. The public will pass through a metal to detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 8:00 AM to 5:00 PM. Sealed responses to this RFQ should be clearly marked on the front of the package to read as follows:

Office of the City Clerk
City of Riviera Beach
600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404
RFQ Opening: Thursday, February 4, 2021 at 3:00pm - EST
RFQ: 1020-21-1 PUBLIC-PRIVATE PARTNERSHIP ADVISORS

SOLICITATION TIMELINE

6. SCHEDULE

The anticipated schedule and deadlines for this RFQ and contract approval are projected as follows.

Activity	Date (Eastern Standard)
Issue Request for Qualifications	January 5, 2021
Questions and Inquiries	January 15, 2021 by 5:00pm
Addendum	January 22, 2021
Submittal Due Date	February 4, 2021 at 3:00pm EST

CONE OF SILENCE

7. CONE OF SILENCE

The City Council of Riviera Beach has enacted a cone of silence, in Sec. 2-166 of the Code of Ordinances that prohibits oral and written communications regarding all formal solicitations for goods and services issued by the City. The cone of silence commences as of the deadline to submit the proposal, bid, or other response to a competitive solicitation, and remains in effect until a contract is awarded/approved, all bids or responses are rejected, or the solicitation is otherwise ended. Any contract entered into in violation of the cone of silence provision is null and void. All inquiries shall be sent via Email to Althea Pemsel, Procurement Director, apemsel@rivierabeach.org.

RESERVATIONS AND RESPONSIVENESS

8. RESERVATIONS AND RESPONSIVENESS

General

The City and/or CRA reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted; therefore, the proposals should be submitted in a favourable manner. It is understood that the proposal will become a part of the City's or CRA's official file, without obligation of the City or CRA.

Responsiveness

The City and/or CRA will not consider proposals found to be non-responsive to this RFQ. A proposal may be determined irregular and non-responsive for reasons that include, but are not limited to, failure to utilize or complete material prescribed forms, inadequate financials, incomplete responses, indefinite or ambiguous responses, and improper, missing and/or undated signatures.

Waiver of Irregularities

The City and/or CRA may waive minor informalities or irregularities in responses or proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's or CRA's interests and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

City and/or CRA Reserved Rights

In connection with this solicitation, the City/CRA reserves all rights (which rights shall be exercisable by the City/CRA at its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

1. Proceed with the project in any manner that the City/CRA, at its sole discretion, deems necessary. If the City/CRA is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City/CRA may negotiate with the next highest ranked Proposer, terminate this solicitation and pursue other development or solicitations relating to the project, or exercise such other rights under the provisions of State law as it deems appropriate.
2. Cancel this RFQ in whole or in part at any time prior to the execution of an Agreement, without incurring any cost obligations or liabilities.
3. Reject at any time, any and all submittals, responses, and Proposals.
4. Modify all dates set or projected in this RFQ.
5. Terminate at any time evaluations and proposal.
6. Suspend and terminate Agreement discussions and clarifications at any time, and elect not to commence Agreement discussions and clarifications with any responding Proposer and engage in discussions and clarifications with a Proposer that is not the highest ranked Proposer.
7. Issue addenda, supplements and modifications to this RFQ or any subsequent RFQ.
8. Seek the assistance of outside technical experts and consultants in Proposal evaluation.
9. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal and require additional evidence of qualifications to achieve the purpose of the Agreement described in the RFQ or subsequent RFQ.
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
11. Permit clarification or supplements to a Proposal.
12. Disqualify a Proposer who changes its Proposal without City/CRA approval.

13. Make any adjustments it deems necessary to the technical evaluation criteria and weightings for purposes of its evaluations.
14. Exercise any other rights reserved or afforded the City/CRA under this RFQ or subsequent RFQ and applicable law; including waiving deficiencies in a Proposal or accept and review a non-conforming Proposal; provided that such deficiency or non-conformance is not material in nature.

This RFQ does not commit the City/CRA to enter into an agreement or to proceed with the solicitation described herein. The City/CRA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or any subsequent RFQ. All such costs shall be borne solely by each Proposer.

In no event shall the City/CRA be bound by, or liable for, any obligations with respect to the contemplated Agreements until such time (if at all) as the Agreements, in form and substance satisfactory to the City/CRA, have been executed by the City/CRA and have become effective, and then, only to the extent set forth in the Agreements.

ADDENDUM TO RFQ

9. ADDENDUM TO RFQ

No negotiations, decisions, or actions in connection with this solicitation request shall be initiated or relied upon by a Proposer as a result of any oral discussions with a City/CRA employee, agent, officer, or consultant. Only those communications regarding this RFQ which are in writing from the City Procurement Department will be considered as a duly authorized expression on behalf of the City or CRA. Written responses of the City to a Proposer's questions will be forwarded by the City to all Proposers.

Only written communications from Proposers which are signed by persons who are authorized to contractually bind the Proposers will be recognized by the City/CRA as duly authorized expressions on behalf of the Proposers. Any questions arising from this RFQ must be submitted via email to the contact email address of Althea Pemsel, Director of Procurement as provided under the section entitled "Submission Instructions and Requirements". In order for technical questions to be answered in a timely manner, they must be received no later than February 4, 2021 at 3:00p.m. Eastern Time.

The remainder of this page is left blank intentionally

EVALUATION CRITERIA

10. EVALUATION CRITERIA

All proposals will be reviewed to determine responsiveness. Responsive proposals will be reviewed and scored by an evaluation team. Proposal must address in sufficient detail the following criteria below. The City/CRA reserves the right to request clarifying information subsequent to subsequent to submission of the proposal if necessary.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Qualifications of the Firm (Experience and expertise, considering capacity and personnel, including minority and women presence	25
Qualifications of designated team members to be assigned to the pool (Experience and expertise).	35
Proposed process to evaluate generic public-private partnerships	20
Experience working with municipal governments and/or CRA	10
<u>References</u>	<u>10</u>
Total Possible Points	100

GENERAL CONDITIONS

11. GENERAL CONDITIONS

Proposer's Responsibility

Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as necessary, to ascertain all conditions and requirements affecting the full performance of the contract.

Costs Incurred by Proposers

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City or CRA.

Relationship to City

It is the intent of the City/CRA, and Proposers hereby acknowledge and agree, that the successful Proposer is an independent contractor, and that neither the Proposer, not the Proposer's employees, agents, partners, joint venturers, and/or contractors, shall, under any circumstances, be considered employees or agents of the City/CRA. Proposers must disclose any professional financial, and familial relationships with any persons employed directly or contractually by the City/CRA.

Public Entity Crimes

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 proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and
- Transact business with any public entity in excess of the threshold amount provided in Section 287.017, FS, for Category Two (currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Scrutinized Companies

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into, or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

Florida Public Records Law

In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Proposers should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following:

- (1) Identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure;

- (2) Place such information (including any applicable electronic media on which such information is contained in a sealed envelope that is separate from the Proposer's other Proposal documents;
- (3) Clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows" 'EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the RFQ number marked on the outside; and,
- (4) Specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure – such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations.

The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this RFQ will become the property of the City and/or CRA and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City/CRA.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Riviera Beach and/or CRA (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of materials as exempt from public disclosure and to hold harmless the City of Riviera Beach and/or CRA (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and costs and attorneys' fees incurred by the City and/or CRA by reason of any claim or action related to your designation of material as exempt from public disclosure.

NON-COLLUSION STATEMENT

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any City of Riviera Beach and/or CRA 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 of Riviera Beach officer and/or CRA, 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 bidder 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.

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 bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder 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 with the bidder as justification for termination.

PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

INSURANCE INFORMATION

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: (This may be modified as the City deems appropriate)

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property,	\$1,000,000 per occurrence
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
Professional Liability Insurance	\$1,000,000 per occurrence

The successful proposer must maintain in full force and effect, during the life of this engagement. 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 policies shall 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 A VII by A.M. BEST RATING, 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 Proposers 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 bid. 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: Risk Manager
2051 MLK Blvd.
Riviera Beach, FL 33404
Email: risk@rivierabch.com**

The remainder of this page is left blank intentionally

STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

- 1) Addendum Page
- 2) Bidder's Certification
- 3) Conflict of Interest Disclosure Form
- 4) Drug Free Workplace
- 5) Public Entity Crimes Statement

NOTE: Please ensure that all of these documents are completed and submitted with your bid in accordance. Failure to do so may result in your bid not being considered for award.

SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: _____

Full Legal Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A STANDARD FORMS



ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

Firm Name

Signature

Name and Title (Print or Type)

Date



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

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

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder'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 OF AUTHORIZED OFFICER

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

PRINTED NAME AND TITLE

MAILING ADDRESS

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date:





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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

Date

