



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

**INVITATION TO NEGOTIATE (ITN):
DESIGN-BUILD-FINANCE
of
CITY OF RIVIERA BEACH
FIRE RESCUE FACILITIES**

Solicitation No. 1015-21-1

January 3, 2021

**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





Mayor Ronnie L. Felder



Julia Botel, Ed.D.
Chair – District 4



Douglas Lawson
Chair Pro-Tem – District 5



Tradrick McCoy
Councilman – District 1



KaShamba Miller – Anderson
Councilwoman – District 2



Shirley D. Lanier
Councilwoman – District 3



Jonathan E. Evans
City Manager

January 3, 2021

Dear “Potential Partners”,

The City of Riviera Beach, through the Mayor, City Council, and City Manager, is soliciting proposals to the City’s Invitation to Negotiate for the design-build-finance of the City’s Fire Rescue Services facilities, to be initiated with the construction of Fire Station No. 88. This invitation is the City’s first use of the Florida public-private partnership law, Section 255.065, Florida Statutes, which provides for public-private partnerships to facilitate the planning, design, construction and finance of public facilities.

We look forward to updating and revitalizing the City’s fire rescue facilities. It is anticipated that Fire Station No. 88, and any other renovation or construction related to fire rescue services, will be designed and built to provide a number of innovative ideas and new trends that will continue to ensure City firefighters and first responders are both physically and mentally healthy, as well as safe, in the workplace and elsewhere. This is so important because they are the men and women putting their well-being at risk to address the fire rescue needs in the Riviera Beach communities. These needs may be running into a burning building, cleaning up hazardous materials spilled on our streets, helping a citizen suffering a heart attack or extricating a victim in an upended vehicle on one of our street.

Riviera Beach, Florida, is located in Palm Beach County, between Orlando and Miami. The City covers approximately eight (8) square miles and is easily accessible by major thoroughfares, including Interstate 95, the Florida Turnpike, and US Highway 1. Riviera Beach is one of the few cities in South Florida that has access to the Intracoastal Waterways and the Atlantic Ocean, as well as has an island, Singer Island. Because of such access, Riviera Beach is the boating capitol of Palm Beach County. Pristine beaches, stunning scenic views of the ocean, and close access to world-class amenities are just a few of the reasons roughly 35,000 people are proud to call Riviera Beach.

As we begin to implement *Vision 2030 Reimagine Riviera Beach*, we look forward to commencing this public-private partnership. On behalf of the citizens and stakeholders of the City of Riviera Beach, we continue to work together on the vision for the city. We welcome your interest, commitment, and creativity in helping to revitalize the City’s fire rescue facilities, by initially creating a new home for Fire Station No. 88.

TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	BACKGROUND AND HISTORY OF FIRE RESCUE SERVICES.....	4-5
3.	SOLICITATION TIMELINE.....	5
4.	CONE OF SILENCE.....	5
5.	RESERVATIONS AND RESPONSIVENESS	6-7
6.	SCOPE OF WORK	7-9
7.	SUBMISSION INSTRUCTIONS AND REQUIREMENTS	9-14
8.	ADDENDUM AND AMENDMENT TO ITN.....	15
9.	EVALUATION CRITERIA	16
10.	INVITATION TO NEGOTIATE PROCESS	16
11.	GENERAL CONDITIONS	17-21
12.	EXHIBITS.....	22
13.	STANDARD FROMS.....	28

INTRODUCTION

The City of Riviera Beach (hereinafter, the “City”) issues this Invitation to Negotiate (hereinafter, the “ITN”) with the intent of obtaining proposals from interested and qualified firms (hereinafter, “Proposers”) to enter into a public-private partnership with the City, consistent with the provisions of Section 255.065, Florida Statutes (Public-private partnerships), to update and improve the City’s aging fire rescue facilities. The objective of this ITN is to select a team to provide for the professional design, management, construction, and financing for the City’s aging fire rescue facilities, but specifically for the initial construction of Fire Station No. 88. The facility is to be located at the northeast corner of Congress Avenue and West Blue Heron Boulevard, Riviera Beach, Florida (the “Project”). A draft site plan, survey, and site dimensions of the property depicting location are provided in Exhibit A.

Fire Station No. 88 is to be designed and constructed utilizing a HOT Zone fire rescue facility layout. It is anticipated to be a two-story, 28,000 +/- square feet public facility consisting of five apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training element, decontamination area and a fire operations center. The City desires for Fire Station No. 88 to be completed on or before December 1, 2022.

The City is requesting proposals from qualified Proposers to work with the City Manager’s Office and Fire Department (hereinafter, the Departments) to design, build and finance the Project. The most qualified firm(s) that offers a proposal that is deemed to be in the City’s best interest both economically and operationally will move forward in negotiations for a final contract. The City desires to contract with a private partner with appropriate qualifications, experience, financial capacity, and a proven track record of executing and delivering similar projects on time and on budget. Two or more entities may collaborate in submitting a response to this ITN, but a single entity must be designated to contract with the City and be responsible for performance under the subsequently entered Comprehensive Agreement.

BACKGROUND and HISTORY of FIRE RESCUE SERVICES

In 1926, the City of Riviera Beach established a volunteer fire department, Riviera Beach Fire Department (Rbfd) which was located at 14th Street and Avenue E. In 1927, the volunteer firemen raised money to buy their own equipment and to convert a truck into a fire engine. The department had its first volunteer Fire Chief in 1959. In 1962, the Riviera Beach City Council voted to have the Rbfd staffed with its first full-time paid employees, with all employees residing in the city. The department consisted of the Fire Chief, three (3) Lieutenants and twenty-four (24) volunteers who were used in case of a general alarm.

The Main Fire Station was re-located from 14th Street and Avenue E to 47 W. 23rd Street. Included in this structure was a dormitory, kitchen, lounge, office and garage. The fire equipment consisted of three (3) pumper trucks, a reserve truck, an emergency rescue wagon and beach buggy.

In 1965, Rbfd established a Fire Prevention Bureau to conduct voluntary home inspections and hired its first Fire Marshall. In 1972, Fire Stations No. 88 & 86 were built and located at 1663 W. Blue Heron Blvd. and 5010 N. Ocean Drive respectively. Fire Station No. 87 was built, in 1979-1980, to house the headquarters for Rbfd. In 1992, Rbfd changed its name to Riviera Beach Fire Rescue (Rbfr).

In 2019, Fire Station No. 88 at Barracuda Bay reached its useful life, after providing 47 years of service was subsequently demolished. Fire Station No. 88 is temporarily relocated to 1481 W. 15th Street, as it awaits the construction of its new home at the northeast corner of Congress Avenue and Blue Heron Blvd.

SOLICITATION TIMELINE

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

Activity	Date (Eastern Standard)	
Issue Invitation to Negotiate	January 3, 2021	Notes:
Pre-Proposal Conference (Virtually and in Person)	January 26, 2021 at 2:00pm EST	Marina Event Center 190 East 13th Street Riviera Beach, FL 33404 Due to COVID-19 Limited Seating is Available
Questions and Inquiries	February 15, 2021 by 5:00pm	
Addendum	February 25, 2021	
Submittal Due Date	March 18, 2021 at 3:00pm EST	

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

General

The City 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 official file, without obligation of the City.

Responsiveness

The City will not consider proposals found to be non-responsive to this ITN. 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 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 interests and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

City Reserved Rights

In connection with this solicitation, the City reserves all rights (which rights shall be exercisable by the City 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, at its sole discretion, deems necessary. If the City is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City 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 ITN in whole or in part at any time prior to the execution of an Interim Agreement or Comprehensive 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 ITN.
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 ITN or any subsequent ITN.

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 ITN or subsequent ITN.
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this ITN.
11. Permit clarification or supplements to a Proposal.
12. Disqualify a Proposer who changes its Proposal without City 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 under this ITN or subsequent ITN 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 ITN does not commit the City to enter into an Interim Agreement or Comprehensive Agreement or to proceed with the solicitation described herein. The City 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 ITN, or any subsequent ITN. All such costs shall be borne solely by each Proposer.

In no event shall the City 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, have been executed by the City and have become effective, and then, only to the extent set forth in the Agreements.

SCOPE OF WORK

Scope of Work

With this ITN, the City of Riviera Beach is soliciting proposals for the design, building, and finance related to the improvements to its aging fire rescue facilities, beginning with the construction of Fire Station No. 88. The selected team will be required to negotiate a Comprehensive Agreement, as required by Florida Statutes 255.065 which is subject to the approval of the City Council. The City of Riviera Beach is beginning the process of making numerous improvements to its fire rescue services facilities which are necessary to serve the community.

For more than a year, the City has been exploring and studying possible designs, locations, and costs related to improving its aging facilities. Specifically, the initial phase related to addressing our aging facilities is to construct a new Fire Station No. 88 on real property, recently purchased by the City located at 1904-1920 W. Blue Heron Blvd., Riviera Beach. The preliminary layout of Fire Station No. 88 is approximately 28,000 +/- sq. ft. (“Property”). The property is a *visible* property that sits on a main intersection, Congress Avenue and Blue Heron Boulevard, in Riviera Beach. Fire Station No. 88, upon completion will be ideally located 4000 feet from Interstate 95 and 11,000 feet from US Highway 1.

At some point in the future, the City is also considering re-constructing one or all of two remaining fire rescue facilities, Fire Station No. 86, 87 and 89. Fire Station No. 86 is located at 5010 N. Ocean Drive; Fire Station No. 87 is located at 600 W. Blue Heron Blvd.; and Fire Station No. 89 is located at 7501 N, Military Trail. As the City moves forward to implement its *Vision 2030 Reimagine Riviera Beach*, we anticipate the incorporation of a public safety service facility, consisting of fire rescue and law enforcement services, in the municipal/civic center complex.

The City has decided to pursue a public-private partnership providing for the design, build and finance of Fire Station No. 88, its first fire rescue services initiative. The successful team must have experience providing P3 projects for governmental entities and experience designing fire stations. Similar experience with P3 projects within the State of Florida is preferred, but it is not required.

Scope of Services

The work proposed under this ITN may include the following elements:

1. Design and construction of a two-story 28,000 +/- square feet public, HOT Zone Design facility consisting of five apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training element, a decontamination area and a fire operations center.
2. Compile, analyse and refine information derived from interviews with the User Department and other interested parties and a survey.
3. Architectural and design services to select the most cost effective materials and methods of construction while maintaining superior aesthetics.
4. Develop a complete site plan package including but not limited to site plan, landscape plan, traffic study, elevations, civil plans, drainage calculation in accordance with the Uniform Land Use Application and pay all requisite fees.
5. Design and construction services related to the additions needed at the property’s intersection at Congress Avenue and Blue Heron Blvd, with the Fire Department “Locution”, including any necessary coordination with Florida Department of Transportation (FDOT).
 - a) Coordinate with FDOT and Palm Beach County for permits required to construct the median openings in Congress Avenue and Blue Heron Boulevard.

- b) Coordinate signal internal lighting, tone out system with Locution (Claire Johnson [303-301-7310](tel:303-301-7310)/Claire.johnson@locution.com). This system is tied into Palm Beach County dispatch for fire rescue.
 - c) Coordinate and construct a new signal mast arm at the southeast corner of the property, in conjunction with Palm Beach County Traffic/Signals, as well as a new “NO RIGHT TURN” illuminaire on the northbound Congress Avenue mast arm.
6. Complete a site analysis to include evaluation of existing site elements, traffic and parking considerations, topography analysis, and environmental contamination survey. It shall also include drainage analysis, geo-technical investigation, zoning, utility easements, and other legal restrictions and future site enhancements.
 7. Renovation of existing fire rescue services facility.
 8. Perform a constructability review of the design consultant’s construction documents.
 9. Provide a preliminary project construction schedule and preliminary project cost estimate.

SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1.1 This ITN 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.*

1.2 Refer all questions, comments, and inquiries to this ITN 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.**

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Publish:	January 3, 2021	Website: www.demandstar.com

A pre-proposal conference will be held in person and virtually on January 26, 2021 at 2:00pm at the Marina Event Center, 190 East 13th Street, Riviera Beach, Florida, 33404. Due to COVID-19, CDC guidelines will be followed, requiring strict adherence in the wearing of masks and social distancing of six feet. Seating is limited, to attend in person a reservation is required, send an email to dsawyers@rivierabeach.org and put Reservation for ***ITN 1015-21-1 Pre-proposal Conference*** in the subject line.

Sealed ITN's shall be submitted by 3:00 PM, Thursday, March 18, 2021. When submitting a proposal to this ITN 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 ITN 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
ITN Opening: Thursday, March 18, 2021 at 3:00pm - EST
ITN: 1015-21-1 FIRE RESCUE FACILITIES

1.3 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, ITNs once opened, become the property of the City and will not be returned to the Proposers.

1.4 Respondent's submittal shall include the following items in the following sequence:

TAB 1: TABLE OF CONTENTS

TAB 2: COVER LETTER (Limit to 3 Pages)

Provide a cover letter, signed by an authorized representative of the private entity including the information detailed below:

- a. Identification
 - i. Identify the Private Entity or Respondent's Representative principal(s), including title, mailing address, phone number, and email address;
 - ii. Identify the person(s) in charge of negotiations, the key personnel who will be involved in decision making and the representative duly authorized to sign on behalf of the private entity; and
- b. Private Entity or Respondent's Contact
 - i. Identify the Respondent's Representative. This will be the ONLY person to receive communication from the City

- regarding this ITN;
- ii. Physical address;
- iii. Mailing address;
- iv. Website; and
- v. Primary telephone

TAB 3: PRIVATE ENTITY or RESPONDENT

- a. Identify Entity or Respondent
 - i. Identify the legal structure of the Entity or Respondents that are joint ventures, partnerships, limited liability companies, consortia, or other association, and explain the nature of the legal relationship between the entities, including the ownership and governance; and
 - ii. To the extent the private entity or Respondent is created, provide proof of authority to do business in Florida, and as applicable, a certificate of good standing from the Florida Secretary of State, Division of Corporations (no page limit).
 - iii. Identify any persons employed or associated with the private entity or Respondent who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the qualifying Project.

TAB 4: IDENTIFY THE TEAM (Limited to 15 pages)

Team Organization – Outline the organization of the team, companies’ involved, key personnel and a summary of the roles and responsibilities. At a minimum, identify Developer and the entity or entities responsible for design, financing, project management, construction, and legal representation. Also, indicate and provide contact information for the primary individuals leading the submission.

- i. Include organization chart(s) showing the relationships among the Respondent’s Team members, identifying by position/title, discipline or skill group.
- ii. Identify the firms that will provide design, construction, and completion guarantees and warranties
- iii. Describe the management structure and the role each team member, partner and any prospective professional, consultant or major subcontractor will fulfil in the development or operation of the qualifying Project.
- iv. Identify the key personnel of each team member that will be assigned to this Project, including the personnel’s experience and expertise. Note: Key personnel must be committed to this Project for its duration unless excused by the City. Attach resumes of key personnel.
- v. Identify any third party consultants which are included as part of the proposed team. Describe each consultant’s proposed role in the project and its related experience. List projects on which your firm has worked with the consultant.
- vi. Compatibility with the community and surrounding neighborhoods.

TAB 5: DEVELOPMENT TEAM EXPERIENCE (Limited to 10 pages)

Provide background information about Respondent's team members, including company history, years in business, principal place of business and legal structure. Provide relevant experience of the Respondent's team members with respect to the development of public Projects, clearly distinguishing the experience of the developer, design team, construction contractor Project management and legal representation. Provide detailed explanations of previous and current experience relating to the selection criteria identified above.

1. Provide an overview of your company or team's experience in executing P3 projects including total number of projects and number of years' experience executing P3 projects.
2. Provide a list of P3 projects delivered for governmental clients and include the following information:
 - a. Client name and project name and type
 - b. Location, including address and photograph
 - c. Type of facility, size, intended use, additional amenities;
 - d. Estimated useful lifespan of structure
 - e. Identification of developer and explanation, if different from Respondent submitting this response
 - f. Overall project size
 - g. Development/Construction timeline (from Respondent selection/site control to construction completion, indicating phasing and current phase of project, if relevant)
 - h. Development cost, and a brief explanation of the approach used to finance the Project, naming finance sources and amount of debt and equity (to the extent possible). General description including role of development entity, public sector and community involvement
 - i. Structure of the transaction
 - i. Legal
 - ii. Financial – How were these projects funded?
 - j. Two references with contact name and phone numbers of similar partnership projects; and
 - k. Identification of involved public entities, references and contact information.
3. Has your firm or a team member ever failed to complete any P3 project(s) or was party to a project that was not completed as contracted? If not explain.
4. Does your firm or a team member's firm maintain ownership of P3 Agreements or are agreements sold to other entities? Explain in detail.

TAB 6: FINANCIAL CAPACITY, VIABILITY, AND PLAN (Limit to 8 pages)

In order to demonstrate access to equity capital and financing resources to carry out the proposed Project, Respondents are required to provide the information below.

The City recognizes that under certain circumstances this information can be construed as proprietary, confidential and or exempt. Therefore, the City will treat this entire portion of the submission as a confidential document, to the extent it is not already public information and to the extent allowed by law. As such, any document for this section which the Respondent may wish to claim as confidential, proprietary and/or exempt should be packaged as provided in “Florida Public Records Law”, page 17 of this ITN. In the submission the Respondents must:

- i. List and describe all pending projects, including status, development schedule and financial commitment required of the Respondents, a description of the Project financing methods, sources and amounts. Indicate any working relationship on other projects with members of the development team proposed for this Project;
- ii. Describe the typical P3 financing model your firm(s) has utilized.
- iii. Identify specific sources of debt/equity capital, including relationships to the Respondent (outside lender, parent company, etc. and contact information) that you have used to fund P3 projects;
- iv. Provide a detailed financial analysis of the Project, including but not limited to:
 - a. Source of private capital (name of investment group or arranger)
 - b. Description of Respondent’s plans for financing the project, including the sources of the Respondent’s funds AND the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the Respondent.
 - c. Description of history and credentials and current assets available for investment.
 - d. Commitments to provide financing to the developer for this project; specifically, the amount of the commitment (i.e. [100%] of the capital).
 - e. Proposed Fees and/or Payments Over the term of the Comprehensive Agreement.
- v. Provide a cost benefit analysis showing that the P3 methodology is a cost effective method of delivering the Project that provides the best value to the City, taking into account the availability or unavailability of other funding sources, including: (1) the cost of tax exempt financing; (2) the cost of constructing and financing the Project; and, 3) the benefits to be realized by the City by using the P3 methodology.
- vi. Prior to the City entering into an interim or comprehensive agreement with a proposer, the City reserves the right to audit three years of the proposers’ financial statements.
- vii. Terms that the financing is subject to (i.e. subject to developer entering a lease with the City, terms of lease, etc.)
 - a. Clear statement of understanding of the project and that at the end of the lease term the facility/improvements would revert to the City, lien-free title.
 - b. Include a statement about how your firm will address that the City is seeking a lease term of no less than 20 years, and up to 30 years.
- viii. What is your firm’s financial capacity overall and on a per P3 project basis?
- ix. What is the optimum size, financially, of a P3 project for your firm?
- x. Indicate whether any funding sources or financial institutions have taken adverse action against the Respondent or joint venture partner, such as terminating or restricting the use of funds anytime during the past five (5) years.

TAB 7: PROJECT CONCEPT, DEVELOPMENT PROGRAM, AND MANAGEMENT PLAN (Limited to 6 pages)

Respondent shall provide information about the planned approach as it relates to the development management.

- i. Provide a narrative description of your team’s development concept and operational and management plan, including your plan of approach for the proposed Project identifying major tasks and sub-tasks. Include information on the phasing and sequencing of the Project development.
- ii. Provide a detailed Project timeline including when construction is anticipated to begin.
- iii. Describe your cost control methods for the preconstruction and construction phases. How do you develop your estimates and how often are they updated? Include examples of successful value engineering to maintain project budget that did not sacrifice quality.
- iv. Describe the way your team maintains quality control during the pre-construction and construction phases. Provide some examples of how these techniques were used in the projects you identified.
- v. Describe the way in which you will develop and maintain the project schedule. How often do you update those schedules? For one of your previously listed projects provide examples of how these techniques were used. Include specific examples of scheduling challenges and how your solved them.
- vi. What are the key risk factors that you envision given the project scope, schedule, location and type described for our project? Describe how your risk assessment will be produced for the City’s project. Provide a sample risk assessment (for a project of similar size and scope).

TAB 8: LOCAL VENDOR PREFERENCE (Schedules 1-4)

Under the City’s Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder 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.

TAB 9: SBE/M/WBE FORMS (Schedules 1-4)

1. Describe how your team members enlists small, women, local, and minority owned business enterprises and involve them in your projects.

TAB 10: COMPLETED STANDARD FORMS

1. Bidders Certification
2. Drug Free Workplace
3. Addendum Page
4. Public Entity Crimes Statement
5. Schedules 1 - 4

ADDENDUM TO ITN

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 employee, agent, officer, or consultant. Only those communications regarding this ITN which are in writing from the City Procurement Department will be considered as a duly authorized expression on behalf of the City. 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 as duly authorized expressions on behalf of the Proposers. Any questions arising from this ITN 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 March 18, 2021 at 3:00p.m. Eastern Time.

Remainder of this page left intentionally blank

EVALUATION CRITERIA

1.1 These evaluation criteria will be utilized by the City’s Evaluation Committee to score each proposal. Proposal must address in sufficient detail the following criteria below.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Private Entity or Respondent	15 Points
Organization Profile, Identity of the Team	10 Points
Development Team Experience	15 Points
Financial Capability, Viability, and Plan	30 Points
Project Concept, Development Program, and Management Plan	15 Points
<u>Local Vendor Preference (S/W/MBE)</u>	<u>15 Points</u>
Total Possible Written Points	100 Points

INVITATION TO NEGOTIATE PROCESS

- 1.1** There will be a two-step evaluation process. The first step will determine if the proposal is either responsive or non-responsive to the ITN. The City may reject proposals determined to be non-responsive. Subsequent to the responsiveness review, the Evaluation Committee will review and evaluate all responsive proposals as outlined herein.
- 1.2** All responsive proposals will be evaluated and scored based on the written Evaluation Criteria, which will be the basis for short-listing the firms. The intent of the scoring of the written proposal is for Proposers to indicate their interest, plan, relevant experience, financial capability and plan, project concept and management, local, small, women, and minority participation, and organization structure and project team.
- 1.3** Subsequent to the selection committee shortlisting, the top three Proposers will then have the opportunity to present to the City Council. The City will issue an invitation for oral presentations to be given to the City Council for final ranking(s).
- 1.4** Oral presentations provide the Proposers an opportunity to share their vision, experience, capability, and expertise with the City Council to reach a final ranking(s).
- 1.5** Based upon a review of the presentations and proposals, the City Council will rank proposers to allow City Staff to begin negotiating an Interim Agreement and/or Comprehensive Agreement.
- 1.6** The City reserves the right to select more than one Proposer, and to have separate or concurrent negotiations as permissible by Florida Statute.
- 1.7** The City reserves the right to negotiate any element of the proposals deemed in the best interest of the City.
- 1.8**

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.

Relationship to City

It is the intent of the City, 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 or the City. Proposers must disclose any professional financial, and familial relationships with any persons employed directly or contractually by the City.

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 ITN 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 ITN 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 ITN will become the property of the City of Riviera Beach 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.

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 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 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 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 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 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.

LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder 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 bidder 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.

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.

The City anticipates executing an Interim Agreement with the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the City, as determined and approved by the City Council. The successful Proposer will have the opportunity to implement the Project through negotiation of mutually acceptable Interim Agreement and Comprehensive Agreement in accordance with Fla. Stat. 255.065, as approved by the City Council.

During the term of the Interim Agreement, the successful Proposer and the City will attempt to negotiate a mutually acceptable Comprehensive Development Agreement. If they fail to do so within the time set forth in the Interim Agreement, the City may terminate the negotiations and, in its complete discretion, enter into an Interim Agreement with another Proposer.

No work shall commence until the City signs the Comprehensive Development Agreement documents, which shall not be binding until approved by the City Attorney, and the Proposer provides the necessary evidence of insurance and bonds as required in the Comprehensive Agreement.

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STANDARD FORMS ATTACHMENT A

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

- 1) Bidder's Certification
- 2) Addendum Page
- 3) Drug Free Workplace
- 4) Public Entity Crimes Statement
- 5) Schedule 1 – Participation for Small Business Enterprises
- 6) Schedule 2 – Letter of Intent to Perform as a Small Business Sub- Contractors
- 7) Schedule 3- Local Business Participation
- 8) Schedule 4- Letter of Intent to Perform as a Local Business

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: _____

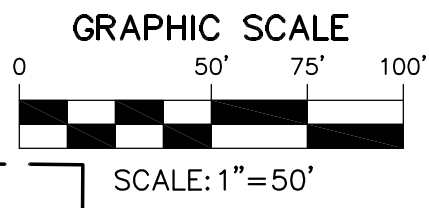
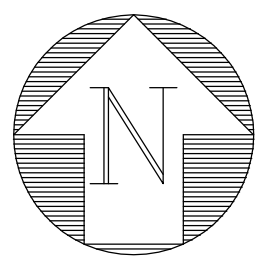


EXHIBIT A
Draft Site Plan,
Survey, and 1st and 2nd
Floor Dimension Plans



REG
Architectural
Interiors
Planners

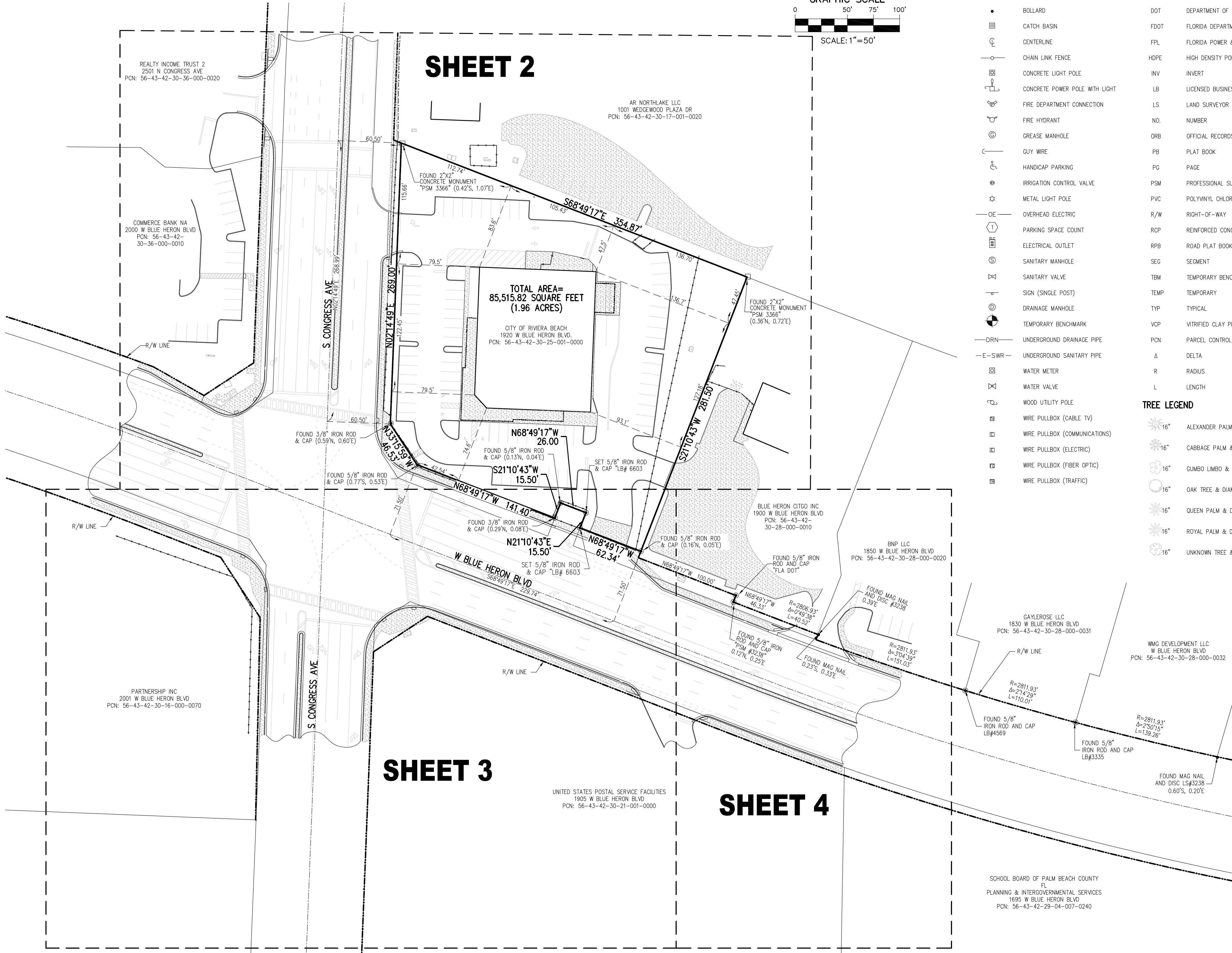
FRONT ELEVATION
ARTIST RENDERING SUBJECT
TO CHANGE



SHEET 2

SHEET 3

SHEET 4



LEGEND

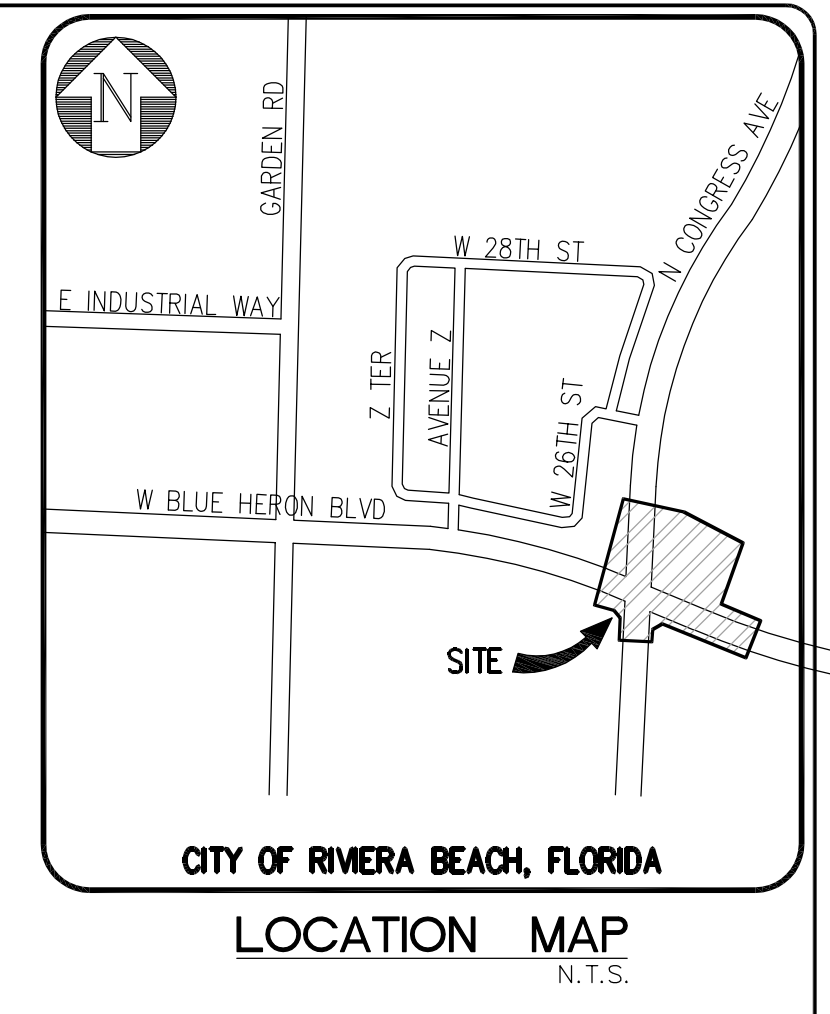
- MEASURED ELEVATION
- CONCRETE
- AIR RELEASE VALVE
- BACKFLOW PREVENTER
- BOLLARD
- CATCH BASIN
- CENTERLINE
- CHAIN LINK FENCE
- CONCRETE LIGHT POLE
- CONCRETE POWER POLE WITH LIGHT
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GREASE MANHOLE
- GUY WIRE
- HANDICAP PARKING
- IRRIGATION CONTROL VALVE
- METAL LIGHT POLE
- OVERHEAD ELECTRIC
- PARKING SPACE COUNT
- ELECTRICAL OUTLET
- SANITARY MANHOLE
- SANITARY VALVE
- SIGN (SINGLE POST)
- DRAINAGE MANHOLE
- TEMPORARY BENCHMARK
- DRN - UNDERGROUND DRAINAGE PIPE
- E-SWR - UNDERGROUND SANITARY PIPE
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE
- WIRE PULLBOX (CABLE TV)
- WIRE PULLBOX (COMMUNICATIONS)
- WIRE PULLBOX (ELECTRIC)
- WIRE PULLBOX (FIBER OPTIC)
- WIRE PULLBOX (TRAFFIC)

ABBREVIATIONS

- ADA AMERICANS WITH DISABILITIES ACT
- CBS CONCRETE BLOCK STUCCO
- CMP CORRUGATED METAL PIPE
- DIP DUCTILE IRON PIPE
- DOT DEPARTMENT OF TRANSPORTATION
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- FPL FLORIDA POWER & LIGHT
- HDPE HIGH DENSITY POLYETHYLENE
- INV INVERT
- LB LICENSED BUSINESS
- LS LAND SURVEYOR
- NO. NUMBER
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- PSM PROFESSIONAL SURVEYOR & MAPPER
- PVC POLYVINYL CHLORIDE
- R/W RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RPB ROAD PLAT BOOK
- SEG SEGMENT
- TBM TEMPORARY BENCHMARK
- TEMP TEMPORARY
- TYP TYPICAL
- VCP VITRIFIED CLAY PIPE
- PCN PARCEL CONTROL NUMBER
- R RADIUS
- L LENGTH

TREE LEGEND

- 16" ALEXANDER PALM & DIAMETER
- 16" CABBAGE PALM & DIAMETER
- 16" GUMBO LIMBO & DIAMETER
- 16" OAK TREE & DIAMETER
- 16" QUEEN PALM & DIAMETER
- 16" ROYAL PALM & DIAMETER
- 16" UNKNOWN TREE & DIAMETER



LEGAL DESCRIPTION
TRACT 11 OF BLUE HERON WALGREENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
CONTAINING 85,515.82 SQUARE FEET (1.96 ACRES) MORE OR LESS.

SURVEYOR'S NOTES
1. THE SURVEY DEPICTED HEREON IS CLASSIFIED AS A BOUNDARY, TOPOGRAPHIC AND TREE SURVEY AND IS IN COMPLIANCE WITH CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.
2. ENGENUITY GROUP, INC. AND THE CERTIFYING SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHT-OF-WAYS, EASEMENTS RESTRICTIONS OR OTHER MATTERS AFFECTING TITLE TO THE LANDS SURVEYED OTHER THAN THOSE RECITED IN THE CURRENT DEED AND/OR OTHER INSTRUMENT OF RECORD FURNISHED BY THE CLIENT.
3. UNDERGROUND UTILITIES WERE NOT SEARCHED FOR OR LOCATED BY ENGENUITY GROUP, INC.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
5. LAST DATE OF FIELD SURVEY: NOVEMBER 24, 2020
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES FOR TOPOGRAPHIC SURVEYS. THE ACCURACY OF CONTROL DATA WAS VERIFIED BY REDUNDANT MEASUREMENTS OF TRAVERSE CLOSURES AND EXCEEDS COMMERCIAL/HIGH RISK: LINEAR: 1 FOOT IN 7,500 FEET.
9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/600 (SHEET 1) AND 1/240 (SHEETS 2-4) OR SMALLER.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
11. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
12. BEARINGS SHOWN HEREON ARE BASED ON A MEASURED BEARING OF N68°49'17"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BLUE HERON BOULEVARD AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
13. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND REFERENCE THE FOLLOWING BENCHMARK:
NAME: REYNOLDS ELEVATION: 9.581' (NAVD 88)
TO REACH THE STATION PROCEED TO ITS LOCATION 0.2 MILE SOUTH OF THE INTERSECTION OF BLUE HERON BOULEVARD AND CONGRESS AVENUE ON THE WEST SIDE.
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN A CONCRETE HEADWALL AT THE CENTERLINE OF A CANAL TO THE WEST AND STAMPED "REYNOLDS PBC BM".
THE STATION IS LOCATED 58.4 FEET WEST OF A CURB INLET, 71 FEET WEST OF THE WEST EDGE OF PAVEMENT OF CONGRESS AVENUE, 58.4 FEET NORTHWEST OF A CONCRETE POWER POLE, 45.6 FEET SOUTHWEST OF THE SOUTHEAST CORNER OF A CHAIN LINK FENCE AND 37.8 FEET NORTH OF THE WEST END OF A SIX FOOT WALL.
14. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X", AS SHOWN ON FIRM MAP COMMUNITY PANEL NUMBER 12099C0387F, WITH AN EFFECTIVE DATE OF OCTOBER 5, 2017.
15. THIS SURVEY IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).

NO.	DATE	REVISIONS	REMARKS

©COPYRIGHT 2020 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR YOUR INFORMATION ONLY. UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER, IT IS NOT VALID. ENGENUITY GROUP, INC.

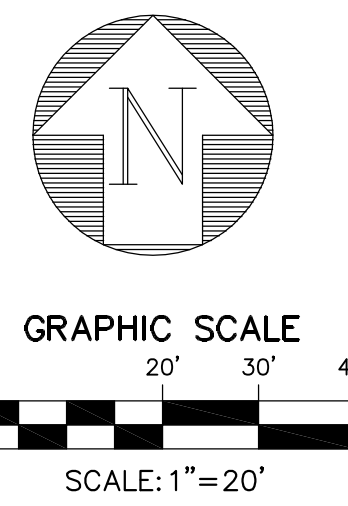
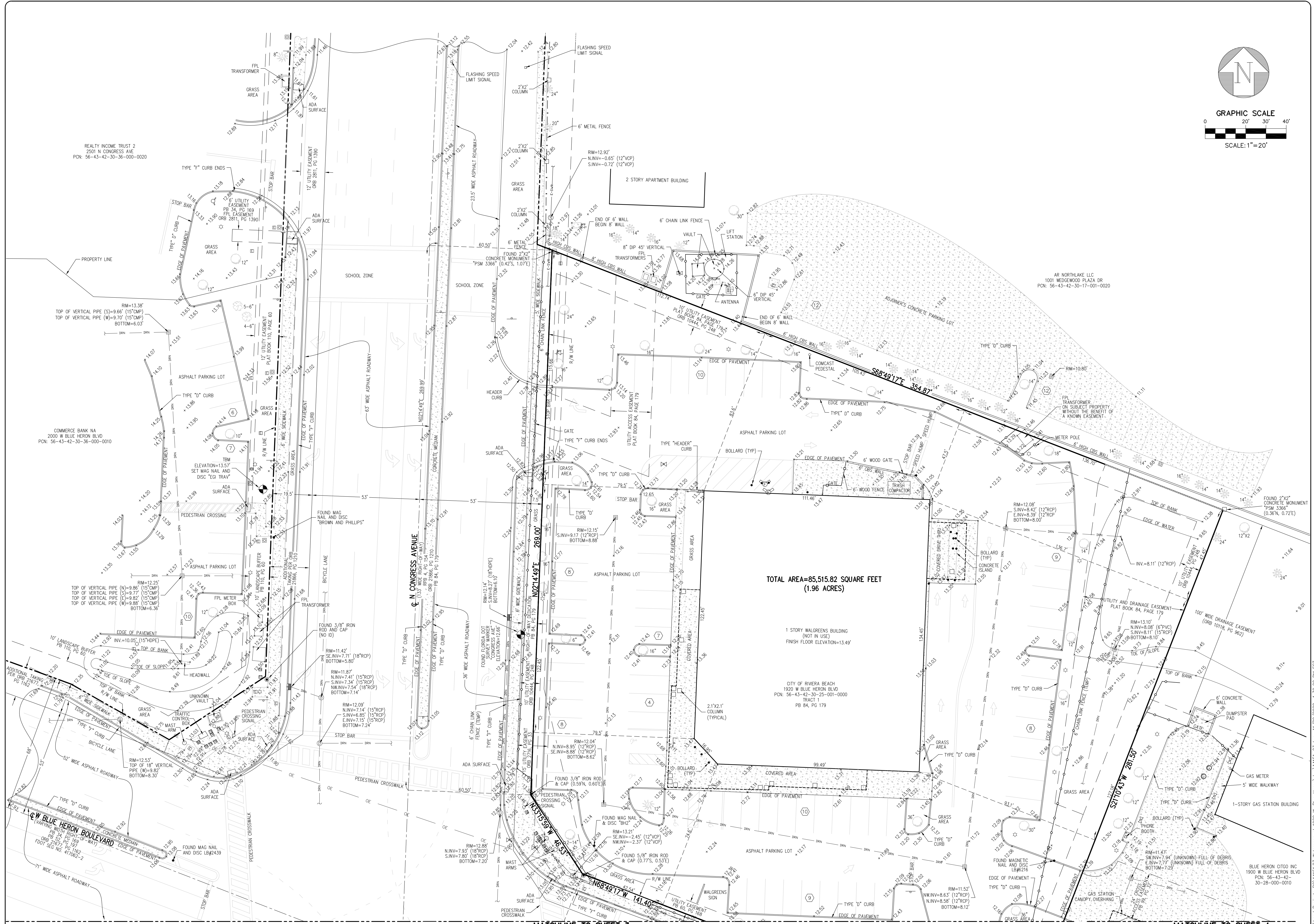
BOUNDARY, TOPOGRAPHIC & TREE SURVEY FOR:
WALGREENS
1920 W BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA



DATE	11/20/2020
SCALE	1"=50'
CAD FILE	14151_23.dwg
SSX PROJECT	14151.23
DRAWN	CAR
CHECKED	JCM
JOB NO.	14151.23

ELEVATIONS BASED ON NAVD 88

C. ANDRE RAYMAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 4938
STATE OF FLORIDA LB#6603



NO.	DATE	REVISIONS	REMARKS

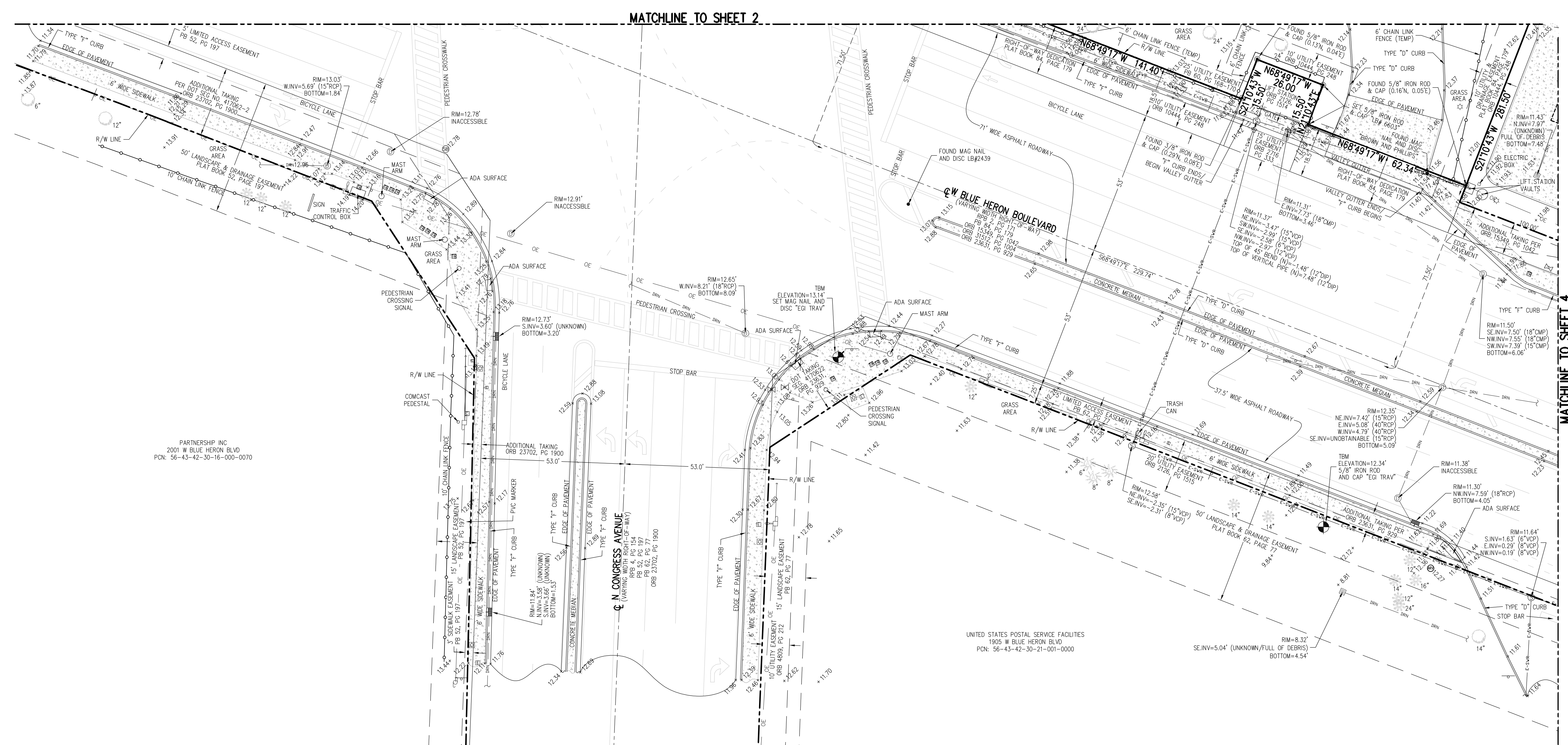
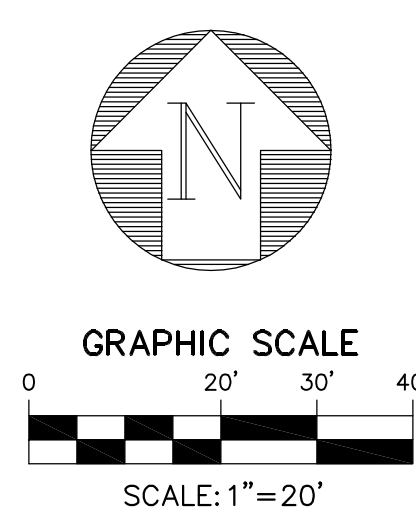
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BOUNDARY, TOPOGRAPHIC & TREE SURVEY FOR:
WALGREENS
1920 W BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA

A Higher Standard of Excellence
engenuity inc.
 ENGINEERS • SURVEYORS • LAND SURVEYORS
 1280 N. CONGRESS AVENUE, SUITE 101,
 WEST PALM BEACH, FLORIDA 33409
 PH: (561) 655-1151 • FAX: (561) 932-9390
 WWW.ENGENUITYGROUP.COM

DATE	11/20/2020
SCALE	1"=20'
CAD FILE	14151_23.dwg
SIXX PROJECT	14151.23
DRAWN	CAR
CHECKED	JCM
JOB NO.	14151.23

Y:\Land Projects\2021\14151.23 Walgreens at 1920 W. Blue Heron.dwg\14151_23.dwg 11/20/2020 1:30:22 PM EST



MATCHLINE TO SHEET 2

MATCHLINE TO SHEET 4

PARTNERSHIP INC
2001 W BLUE HERON BLVD
PCN: 56-43-42-30-16-000-0070

UNITED STATES POSTAL SERVICE FACILITIES
1905 W BLUE HERON BLVD
PCN: 56-43-42-30-21-001-0000

NO.	DATE	REMARKS

©COPYRIGHT 2020 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR YOUR INFORMATION ONLY. UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL SURVEYOR AND ENGINEER, IT IS VOID. ENGENUITY GROUP, INC.

BOUNDARY, TOPOGRAPHIC & TREE SURVEY FOR:
WALGREENS
1920 W BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA

A Higher Standard of Excellence

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ATTACHMENT A STANDARD FORMS



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



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

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____



DRUG FREE WORKPLACE

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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)



SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____ **BID NUMBER:** _____

NAME OF PRIME PROPOSER: _____ **BID OPENING DATE:** _____

CONTACT PERSON: _____ **TELEPHONE NO.** _____ **DEPARTMENT:** _____

CONTRACT AMOUNT – SBE

<u>NAME, ADDRESS & TELEPHONE NUMBER OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION PALM BEACH COUNTY (PBC)</u>
1. _____ _____ _____	_____ _____ _____	PBC _____ STATE _____ OTHER _____
2. _____ _____ _____	_____ _____ _____	PBC _____ STATE _____ OTHER _____
3. _____ _____ _____	_____ _____ _____	PBC _____ STATE _____ OTHER _____
4. _____ _____ _____	_____ _____ _____	PBC _____ STATE _____ OTHER _____
5. _____ _____ _____	_____ _____ _____	PBC _____ STATE _____ OTHER _____

TO BE COMPLETED BY PRIME PROPOSER:

BID/RFP PRICE: \$ _____ **TOTAL % PARTICIPATION:** _____

SCHEDULE 2

BID NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: _____

(NAME OF PRIME PROPOSER)

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

_____ **a individual** _____ **a corporation** _____ **a partnership** _____ **a joint venture**

_____ The undersigned is certified as a SBE.

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):

as the following price: \$ _____
(Amount must match subcontractor's quote)

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 Completion Date</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: _____

(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-2

SCHEDULE 3

PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

BID TITLE: _____ **BID NUMBER:** _____

NAME OF PRIME PROPOSER: _____ **BID OPENING DATE:** _____

CONTACT PERSON: _____ **TELEPHONE NO.** _____ **DEPARTMENT:** _____

CONTRACT AMOUNT – LOCAL BUSINESSES

NAME, ADDRESS & TELEPHONE	TYPE & DESCRIPTION OF	% TO BE PERFORMED	ESTIMATED
<u>NUMBER OF LOCAL CONTRACTOR</u>	<u>WORK TO BE PERFORMED</u>	<u>BY LOCAL BUSINESS</u>	<u>DOLLAR VALUE</u>
1. _____ _____ _____	_____ _____ _____	% _____	\$ _____
2. _____ _____ _____	_____ _____ _____	% _____	\$ _____
3. _____ _____ _____	_____ _____ _____	% _____	\$ _____
4. _____ _____ _____	_____ _____ _____	% _____	\$ _____
5. _____ _____ _____	_____ _____ _____	% _____	\$ _____

TO BE COMPLETED BY PRIME PROPOSER:

BID PRICE: \$ _____ **TOTAL % PARTICIPATION:** _____

SCHEDULE 4

BID NUMBER: _____ **LIAISON:** _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: _____
(NAME OF PRIME PROPOSER)

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

_____ **a individual** _____ **a corporation** _____ **a partnership** _____ **a joint venture**

_____ The undersigned is a qualified Local Business.

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):

as the following price: \$ _____.
(Amount must match subcontractor's quote)

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 Completion Date</u>
_____	_____	_____

_____ % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local 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: _____
(SIGNATURE OF LOCAL CONTRACTOR)