



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

**REQUEST FOR QUALIFICATIONS
FOR
MARINE/COASTAL ENGINEERING
CONSULTING SERVICES FOR
THE RIVIERA BEACH MARINA**

Solicitation No. RFQ 1023-21-2

Issue Date: February 24, 2021

Due Date: March 24, 2021 by 3:00pm EST

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

The City of Riviera Beach invites qualified firms to submit Statements of Qualification and Experience for professional services pursuant to section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The City of Riviera Beach is seeking to engage the professional services of a registered Marine/Coastal Engineer licensed to practice in the State of Florida.

This solicitation provides guidelines for submission and outlines the essential services desired by the City. Responses will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until Wednesday, March 24, 2021 by **3:00pm (EST)**.

Late submittals will not be accepted or considered.

This solicitation, including a scope of services, will be made available on and may be obtained by visiting the CITY's Procurement web-site at www.rivierabch.com from DemandStar

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

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REQUEST FOR QUALIFICATIONS FOR MARINE/COASTAL ENGINEERING CONSULTING SERVICES FOR THE RIVIERA BEACH MARINA

1. PURPOSE AND INTENT

The City of Riviera Beach invites qualified firms to submit Statements of Qualifications and Experience for professional services pursuant to section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The City of Riviera Beach is seeking to engage the professional services of a firm that is deemed to be most qualified to provide Marine/Coastal Engineering Services as more fully described herein.

2. INTRODUCTION

The City of Riviera Beach is a vibrant coastal community with a culturally diverse population of approximately 35,000 residents. Incorporated in 1922, the City began as a fishing community primarily based on its strategic proximity to the Atlantic Ocean and is now in the midst of resurgence.

Strategically located in northern Palm Beach County, the City is home to a bustling seaport and serves as a major hub for international trade and regional commerce for the Gold Coast communities of South Eastern Florida. Riviera Beach and is also home to regional service and distribution operations for numerous Fortune 500 companies including United Parcel Service (UPS), Fed-X, Coca-Cola, Pepsi, Sysco Foods, Lockheed Martin, and Florida Power & Light.

The City operates as a Council-Manager form of government and provides the following services: public safety, road and street facilities, community development, recreation and parks, library, general administrative services, municipal marina and water/sewer utility. Riviera Beach is home to the Port of Palm Beach and the U.S. Coast Guard Lake Worth Inlet Station. Our Marina is located on the mainland in a slow-speed zone just to the north of the Port of Palm Beach. It's only a few minutes from the ocean through the deep-water Lake Worth inlet.

3. SCOPE OF SERVICES

The services sought under this RFQ will be awarded via a continuing services contract, as provided for in Section 287.055, Florida Statutes. The specific services sought are:

Provide general consultation, field and underwater engineering, marine inspections and surveys, coastal/marine construction supervision, feasibility analysis (economic and engineering) general evaluation reports, coastal/marine construction design and permitting services, numerical modelling of nearshore wave, bathymetric data collection including multi beam surveys and side scan sonar, wave energy studies, shoreline and profile changes, dredging design including dredge spoil handling and disposal, mitigation design and other general Marine/Coastal Engineering Services not limited to the services listed above.

The CITY's selection of one or more responding firm(s) should not be interpreted as an exclusive contractual obligation on the part of the CITY to have the selected firm(s) perform all or any of the services sought under this RFQ. The CITY reserves the right to assign any of these services to other consultants or the CITY's own personnel, when in the City's sole judgment, it deems it appropriate. Any department within the City of Riviera Beach may avail themselves of these services.

3.1 Minimum Requirements:

Proposals will only be considered from firms that normally engaged in providing the types of services specified herein. The CITY reserves the right to inspect the consultant's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine contractor's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

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

3.3 The firms and their sub-consultant team will have demonstrated the required experience and credentials as professional engineering consultants in accordance with the following:

The firm must be actively performing similar services for at least five (5) years prior to the date of issue of this RFQ. Verification shall be through the Florida Department of State Registration (Please include a copy of your 2020 Florida Department of State Division of Corporations Registration).

3.4 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.

3.5 The firm must be able to document a minimum of five (5) projects similar in scope and complexity as that identified in the RFQ requirements.

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.

Proposals shall be signed by the person or member of the team who is legally authorized to make such offers, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

- 4.1 **Title Page/Table of Contents:** Firm's name, address, and telephone number, email address and facsimile number (of the design team's principal office in or nearest to Riviera Beach, Florida) and date of proposal.
- 4.2 In lieu of a cover letter, provide a one-page Executive Summary identifying your firm is qualified. Also provide the name, title, business address, e-mail address, and telephone number of the individual the City should contact regarding your proposal.
- 4.3 **Letter of Transmittal:** A statement of understanding of the services requested and a commitment to perform these services shall be made. The letter should include the name of the contact representative and the name of the project manager, if different from the contact representative and address the following: Summarize why the firm believes itself most qualified and a best fit for scope of work identified; Include a statement that to the best of the responding firms' knowledge, all information contained in the RFQ submittal is complete and accurate;
 - a. Include a statement granting the CITY and its representatives authorization to contact any previous client of responding firm for purposes of ascertaining an independent evaluation of the firm's performance; and
 - b. At least one copy of the transmittal letter must have an original signature of an officer of the principal firm.
- 4.4 **Profile of Firm/Individual:** Provide a brief description of your firm to include the areas of in-house technical specialization, principal officers of the firm, its ownership structure and state/country of incorporation or formation.
 - a. Describe your firm's history, honors, and awards along with home and branch offices.
 - b. Describe the participation of minorities and women in your firm. Indicate the percentage of your firm that is owned by minorities and women.

4.5 **Qualification of Firm's Team:** Utilize an organizational chart and provide a matrix style schedule (presented in columns and rows) to identify and summarize the key members of the Firm (principal, management, supervisory and engagement staff, including engagement partners, managers, other supervisors and specialists) that will be assigned to the provide the services and describe their area(s) of expertise and what role each will perform. Include their availability for the services and indicate the percentage (%) of time each is anticipated to dedicate to City work assignments.

a. List the education, years of professional experience and whether each person is licensed to practice in their proposed capacity in the State of Florida. Provide information on the specific government experience of each person, including specific engagements, professional awards and membership in professional organizations relevant to the performance of this project.

b. Describe your local office's experience providing the specific scope of services identified in this RFQ. Also, identify any experience with assignments similar in complexity to the scopes of work identified in this RFQ.

c. List circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by the State regulatory bodies or professional organizations.

4.6 **Experience of the Firm -Summary of Relevant Projects:**

Utilize a matrix style format (column & rows) to summarize no less than five (5) relevant projects completed in South Florida within the last ten (10) years. A relevant project is one which best exemplifies your qualifications for the specific specialty for which your firm is submitting its qualifications.

The matrix should summarize the following information:

- a. Name of client
- b. Project description
- c. Completed Project Construction Cost
- d. Name and contact information (i.e. phone #, address, etc.) of owner's Project Manager
- e. Scope of Services your firm provided
- f. Contract amount awarded to your firm and amount of change orders, if any.
- g. Length of contact and time extensions, if any.
- h. Provide a statement acknowledging if the project was completed on time/on budget.

4.7 **Approach and Methodology:**

At a minimum, your submittal must be organized to address the following:

- a. Methods and approach to quality control and the fast-tracking of assigned tasks.
- b. Prior experience with public-sector clients and processes/methods for successful execution of similar assignments
- c. Professional qualifications of individuals assigned to the project
- d. Documented effort to achieve the City's 15% Local participation goal
- e. History schedule of effective budget management for assignments of similar scope and complexity
- f. Use of processes that creatively engage stakeholders in all stages of the assignment

4.8 **Availability of Firm:**

The Firm shall indicate their ability and willingness to commit and maintain sufficient staffing, both number and level, to successfully conclude the project within the terms agreed.

4.9 **References:**

Provide complete contact information for at least five (5) agencies or companies. The firm shall indicate their ability and willingness to commit and maintain sufficient staffing, both number and level, to successfully conclude the project within the terms agreed.

The remainder of this page is left blank intentionally

5. SUBMISSION OF THE PROPOSAL - 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 four (4) hard copies and (2) digital copies on USB drives.**

Sealed RFQ's shall be submitted by 3:00 PM, Wednesday, March 24, 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: Wednesday, March 24, 2021 at 3:00pm - EST
RFQ: 1023-21-2 MARINE/COASTAL ENGINEERING CONSULTING
SERVICES**

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	February 24, 2021	
Questions and Inquiries	March 9, 2021 by 5:00pm	
Addendum (Approximate)	March 15, 2021	
Submittal Due Date	March 24, 2021 at 3:00pm EST	

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.

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.

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 17, 2021 at 5:00p.m. Eastern Time.

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's Team (Experience and expertise, considering capacity and personnel, including small, minority, and women owned entities)	25
Experience of the Firm (Experience and expertise)	30
Methodology and Approach	15
Availability of Firm	15
References	15
Oral Presentation (If requested)	
Responses to Questions	50
Total Points Available	150

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

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

The Evaluation Committee shall evaluate all responsive proposals to establish the final ranking order.

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

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

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

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

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.

Lobbying

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

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

By submitting a proposal, qualifications or other response for this RFQ, the firm or individual entity certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby CITY employees, appointed officials or elected officials as defined herein.

Indemnification

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

Code of Ethics

If any firm violates or is a party to a violation of the code of ethics of the State of Florida and/or Palm Beach County with respect to this proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the CITY.

Discrepancies, Errors, and Omissions

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

City of Riviera Beach Contract

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

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

The Proposer(s) selected to provide the service(s) requested herein shall be required to execute a Professional Services Continuing Contract with the City. The term(s) of the Contract shall be for a period of three (3) years with a one (2) two-year renewal option, at the sole discretion of the City, as authorized by the City Manager, unless other terms are in the best interest of the City.

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

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

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

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

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

Gratuity Prohibition

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

Exceptions to the RFQ

It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Riviera Beach, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

Other Acknowledgements

By submitting a proposal each proposer is confirming that the proposer has not been placed on the convicted vendors list as described in section 287.133(2) (a), Florida Statutes. By submitting a proposal, each proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.

12. 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, Independent contractor, personal injury)	\$1,000,000 per occurrence \$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
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabeach.org

The remainder of this page is left blank intentionally

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: _____

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) Bidder's Certification
- 2) Addendum Page
- 3) Drug Free Workplace
- 4) 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.