

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

**Request for Proposals
For
Investment Banking Services
For The Issuance of
City of Riviera Beach, Florida
Utility Special District Water and Sewer Revenue
Bonds, Series 2021**

Solicitation No. RFP 1038-21-3

Issue Date: July 6, 2021

Due Date: Tuesday, August 4, 2021 by 3:00pm (EDT)



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4. Drug Free Workplace
5. Notification of Public Entity Crimes Law

GENERAL INFORMATION

1. PURPOSE OF THIS REQUEST FOR PROPOSAL

On behalf of the City of Riviera Beach, Florida Utility Special District (the “District”), PFM is circulating this request for proposals (“RFP”) to select an investment banking team to assist the District in completing the issuance of Water and Sewer Revenue Bonds, Series 2021 (the “Series 2021 Bonds”). Proposals will be used to select one (1) senior-managing underwriter and two (2) co-managers. The Series 2021 Bonds will be issued in the par amount of approximately \$100 million to relocate the District’s water treatment plant to a recently acquired land parcel. The District strongly desires participation from minority and/or small business enterprise firms (“MBE”). Consistent with the City of Riviera Beach, Florida (the “City”) Procurement Ordinance 16.5, Section 10-302, any respondents to this RFP (the “Proposer”) may increase their opportunity to be awarded a District Agreement/project by maximizing their use of qualified MBEs in accordance with the District’s MBE program.

Concurrent with the selection process for Investment Banking firms, the District’s staff, bond counsel, disclosure counsel, financial advisor and rate consultant will be preparing certain necessary documents to complete the financing. It is expected that the senior managing underwriter will be part of the financing team that further refines the plan of finance and assists in the development of the financing documents. Greenspoon Marder LLP and Law Offices of Steve E. Bullock, P.A will serve as Bond Counsel and Disclosure Counsel. PFM Financial Advisors LLC (“PFM”) is the District’s financial advisor.

SCOPE OF SERVICES

2. SCOPE OF SERVICES

The District may, at its sole discretion and for any reason, determine that none of the proposals meet its goals and objectives and may elect to terminate the evaluation process.

BOND INFORMATION:

The Series 2021 Bonds are not a general debt, liability or obligation of the District, the City, the State of Florida, or any political subdivision or entity thereof, but are limited obligations of the District, secured solely by and payable from the payments to be made by the District pursuant to the financing documents.

The Series 2021 Bonds will be secured primarily by a pledge of Net Revenues of the System, as hereinafter defined, on a parity basis with the District’s other outstanding Bonds issued under the Bond Resolution pursuant to which the Series 2021 Bonds shall be issued, and any Additional Bonds issued thereunder (as defined in such Bond Resolution). "Net Revenues" is defined to mean the gross revenues of the System after deduction of the cost of operation and maintenance. "System" is defined as the District’s water system and its wastewater system.

The other parity debt outstanding consists of the District’s Water and Sewer Revenue Bonds, Series 2016, which are currently outstanding in the aggregate principal amount of \$29,435,000,

and its Water and Sewer Revenue Refunding Bonds, Series 2014, which are currently outstanding in the aggregate principal amount of \$17,870,000.

SOLICITATION TIMELINE

3. SCHEDULE

The anticipated schedule and deadlines for this RFP are projected as follows. **All times are Eastern Daylight Time (EDT).**

SPECIFICS OF A RESPONSIVE PROPOSAL

Event	Deadline Date
Issue Request for Proposals	July 6, 2021
Questions and Inquiries	July 14, 2021 by 5:00pm (EDT)
Addendum (if needed)	July 22, 2021
Proposal Submittal Deadline to the City	August 4, 2021 by 3:00pm (EDT)

4. SPECIFICS OF A RESPONSIVE PROPOSAL

- 4.1 Proposals shall include the following information and should be limited to 10 pages (exclusive of resumes and deal list which can be included as an exhibit):
- 4.2 A letter of transmittal stating the Proposer's understanding of the work to be performed and the names and titles of the persons who will be authorized to make representations for the Proposer.
- 4.3 General information about the Proposer, including location of the office(s) from which the work will be performed, the primary contact persons for the investment banking and underwriting, and other members of the underwriting team. Include brief resumes for the core project team members.
- 4.4 Experience - State the attributes that set your firm apart from other firms with respect to transactions of this type. Provide a list of similar transactions and any other additional information considered relevant to the District's proposed financing. Specifically, please include the firm's senior underwriter experience with water and sewer credits from January 1, 2018 to June 30, 2021, for both the State of Florida and nationally.
- 4.5 Credit Discussion - Provide your recommendations and approach to rating agencies.
- 4.6 Marketing, Distribution and Pricing - Provide information on your marketing plan for the Series 2021 Bonds. Also, provide a brief discussion on expected pricing levels based on current market conditions including couponing alternatives and spread to MMD.

- 4.7 Proposed Fees and Expenses. Please provide the proposed takedowns by maturity, average takedown, management fee (if any) and detailed expenses for a fixed-rate bond issuance (based upon the amortization schedule provided in this RFP). Expenses should include underwriter's counsel fees based on the assumption that disclosure counsel will draft the Preliminary Official Statement (POS) and Official Statement (OS).
- 4.8 Please describe your firm's capital position and discuss your firm's demonstrated willingness to support the pricing process, including a commitment to underwrite unsold balances. State your commitment specific to this financing.
- 4.9 Describe briefly, if your firm has served the City or District in the last 3 years or submitted any financing ideas/proposals to the City or District.
- 4.10 REQUIRED DISCLOSURES
- A. Do you have any potential conflicts of interest or any relationships, formal or informal, which may interfere with your ability or members of your firm's team to provide independent, unbiased advice to the District?
- B. Are there any lawsuits, investigations or administrative proceedings involving your firm or the members of your firm's team that the District should be aware of in considering your capacity to represent the District? Please include any actions in the past three (3) years, concerning claims against you relating to your representation of government agencies.
- 4.11 Proof of insurance and coverage amounts for professional liability policies the firm carries.
- 4.12 Responsive proposals are straightforward, concise, and satisfy the requirements noted above. Expensive bindings, color displays (except as necessary for clarity), and the like are discouraged. Emphasis should be placed on brevity, conformity with instructions, requirements of this RFP, completeness, and clarity of content.
- 4.13 The District reserves the right to request clarifying information subsequent to submission of the proposal, if necessary.

SUBMITTAL REQUIREMENTS

5. SUBMITTAL REQUIREMENTS

- 5.1 All copies of the Respondent's submittal shall be on 8½" x 11" plain white paper, typed, with tabs separating each section. 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, proposals once opened, become the property of the District and will not be returned to the Proposers.

- 5.2 This RFP document shall be available for download on and may be obtained by visiting the City's website at www.rivierabeach.org. 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 RFP by July 14, 2021 at 3:00PM (EDT) to the Procurement Department, point of contact, Althea Pemsel, MS, CPSM, Director of Procurement, via E-Mail: apemsel@rivierabeach.org.

Sealed proposals shall be submitted by Wednesday, August 4, 2021 by 3:00pm (EDT). When submitting a response to this RFP 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. Please submit one (1) original and six (6) hard copies and (2) digital copies on USB drives.

The public will pass through a metal 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 RFP 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
Riviera Beach, FL 33404
RFP Opening: Wednesday, August 4, 2021 at 3:00pm - EDT
RFP #: 1038-21-3 Investment Banking Services**

CONDITIONS AND LIMITATIONS:

1. The District reserves the right to reject any and all proposals and to request clarification of information from any Proposer.
2. All proposals received in response to this RFP become the property of the District.
3. The District will not reimburse Proposers for any costs associated with the preparation and submittal of any Proposals, or for any travel costs that are incurred.
4. Proposer acknowledges that all information contained within their Proposal is part of the public domain.
5. Proposers, their agents and associates, shall **refrain from contacting or soliciting any staff member or official of the City or the District regarding this RFP** upon the deadline to submit the Proposal. Failure to comply with this provision may result in disqualification of the Proposer.
6. This RFP and the related responses of the selected Proposer(s) will, by reference, become part of the formal Agreement between the selected Proposer and the District.
7. Compensation/Pricing. All fees and expenses to be paid to the selected Proposer shall be contingent upon completion of a financing. In the event the District elects to proceed with the financing, the District will use pricing and structuring information from the winning Proposer's RFP during the actual pricing. Fees are subject to further negotiation on the part of the District or its Financial Advisor in order for the District to accomplish its financing objectives.

EVALUATION OF PROPOSALS

6. EVALUATION OF PROPOSALS

All proposals will be reviewed to determine responsiveness to the submission requirement outlined in this RFP. A responsive proposal is one which follows the requirements of this solicitation, includes all documentation, is of timely submission, and has appropriate signatures as required for each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. In evaluating proposals, the District will consider the following criteria:

EVALUATION CRITERIA	POINTS
A. Responsiveness to the RFP Requested information included in response is thorough.	15
B. Experience of the firm's primary personnel to provide the services; expertise; past performance.	25
C. Credit and Marketing analysis	25
D. Pricing Gross Spread and Takedown	15
E. Demonstrated Willingness to Underwrite.	20
TOTAL POSSIBLE POINTS	100

SELECTION PROCESS

SELECTION PROCESS

- 6.1 An evaluation/selection committee will review the submitted proposals in accordance with evaluation criteria in this RFP.
- 6.2 The evaluation/selection committee will notify those prospective Investment Banking Firms that the evaluation/selection committee wishes to interview.
- 6.3 The District may enter into negotiations at any time with one or multiple service providers.
- 6.4 Until a service provider and the District execute a binding Agreement for services, the District reserves the right to change the project description and Scope of Services.
- 6.5 The District expects the service providers may also be retained for subsequent transactions, or any other project, subject to the District's satisfaction with the service provider's services and agreement to terms and conditions of the engagement.

- 6.6 Notwithstanding the foregoing, if the District and said service provider(s) cannot reach agreement via a formal and/or written Agreement, the District reserves the right to terminate negotiations.
- 6.7 Any Agreement, resulting from this RFP, will be submitted to the City Council and/or the Board of Directors of the District for approval.
- 6.8 The District may make multiple awards from this RFP.

CONE OF SILENCE

7. CONE OF SILENCE

The City Council of Riviera Beach has enacted a cone of silence, in Sec. 2-166 of the Code of Ordinances that prohibits oral and written communications regarding all formal solicitations for goods and services issued by the City or the District. 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 an Agreement is awarded/approved, all bids or responses are rejected, or the solicitation is otherwise ended. Any Agreement 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, via email to apemsel@rivierabeach.org.

RESERVATIONS AND RIGHTS

8. RESERVATIONS AND RIGHTS

8.1 General

The District 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 favorable manner. It is understood that the proposal will become a part of the District’s official file, without obligation of the District.

8.2 Responsiveness

The District will not consider proposals found to be non-responsive to this RFP. 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.

8.3 Waiver of Irregularities

The District 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 District’s interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

8.4 District Reserved Rights

In connection with this RFP, the District reserves all rights (which rights shall be exercisable by the District 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:

- a) Proceed with the project in any manner that the District, at its sole discretion, deems necessary. If the District is unable to agree with the highest ranked Proposer or does not negotiate and execute a satisfactory Agreement with the highest ranked Proposer, the District 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.
- b) Cancel this RFP in whole or in part at any time prior to the execution of an Agreement, without incurring any cost, obligations or liabilities.
- c) Reject at any time, any and all submittals, responses, and Proposals.
- d) Modify all dates set or projected in this RFP.
- e) Terminate at any time evaluations and proposals.
- f) 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.
- g) Issue addenda, supplements and modifications to this RFP or any subsequent RFP.
- h) Seek the assistance of outside technical experts and consultants in Proposal evaluation.
- i) 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 RFP or subsequent RFP.
- j) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- k) Permit clarification or supplements to a Proposal.
- l) Disqualify a Proposer who changes its Proposal without District approval.
- m) Make any adjustments it deems necessary to the technical evaluation criteria and weightings for purposes of its evaluations.
- n) Exercise any other rights reserved or afforded the District under this RFP or subsequent RFP 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 RFP does not commit the District to enter into an Agreement or to proceed with the solicitation described herein. The District 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 RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.

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

ADDENDUM TO RFP

9. ADDENDUM TO RFP

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 or District employee, agent, officer, or consultant. Only those communications regarding this RFP which are in writing from the City Procurement Department will be considered as a duly authorized expression on behalf of the District. Written responses of the District 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 District as duly authorized expressions on behalf of the Proposers. Any questions arising from this RFP must be submitted via email to the contact email address of Althea Pemsel, Director of Procurement as provided under the Section 5 entitled “Submittal Requirements”. In order for technical questions to be answered in a timely manner, they must be received no later than Wednesday, July 14, 2021, by 3:00pm, Eastern Daylight Time (EDT).

PRELIMINARY AMORTIZATION

Maturity Date	Principal
10/01/2022	240,000
10/01/2023	250,000
10/01/2024	265,000
10/01/2025	275,000
10/01/2026	295,000
10/01/2027	305,000
10/01/2028	325,000
10/01/2029	340,000
10/01/2030	355,000
10/01/2031	375,000
10/01/2032	390,000
10/01/2033	405,000
10/01/2034	420,000
10/01/2035	440,000

Maturity Date	Principal
10/01/2036	455,000
10/01/2037	4,825,000
10/01/2038	5,020,000
10/01/2039	5,225,000
10/01/2040	5,440,000
10/01/2041	5,660,000
10/01/2042	5,895,000
10/01/2043	6,135,000
10/01/2044	6,385,000
10/01/2045	6,645,000
10/01/2046	6,915,000
10/01/2047	7,200,000
10/01/2048	7,490,000
10/01/2049	7,800,000

GENERAL CONDITIONS

10. GENERAL CONDITIONS

10.1 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 Agreement.

10.2 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 the District.

10.3 Relationship to City or the District

It is the intent of the District, and Proposers hereby acknowledge and agree, that the successful Proposer is an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, partners, joint ventures, and/or contractors, shall not under any circumstances, be considered employees or agents of the City or the District. Proposers must disclose any professional financial, and familial relationships with any persons employed directly or contractually by the City or the District.

10.4 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, Florida Statutes for Category Two (currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

10.5 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.

10.6 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 this RFP 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 RFP 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 RFP will become the property of the District and will not be returned. In the event of an award, all documentation produced as part of the Agreement will become the exclusive property of the District.

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 and the District (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 and the District (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 or the District by reason of any claim or action related to your designation of material as exempt from public disclosure.

10.7 Non-Collusion Statement

By signing its proposal, the Proposer certifies that its proposal is made independently and free from collusion. Proposer shall disclose below, to their best knowledge, any City or District 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 or District 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 Agreement is awarded to such business entity.

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

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

10.8 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 Agreement and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any Agreement entered into with the Proposer as justification for termination.

10.9 Insurance Information

The successful firm or individual entering a resulting Agreement with the District shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below: (This may be modified as the District deems appropriate)

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
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 District, shall be furnished to the District immediately upon commencement of any services, with complete copies of policies to be furnished upon the request of the District.

The policies shall name the District as an additional insured, and proof of such coverage shall be furnished to the District 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 Agreement and upon renewal of each policy each year the awarded Agreement remains in effect and for a period of one (1) year after the termination of the Agreement.

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 District and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the District. The insurance requirements set forth herein may be modified by the District 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 proposed award. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

**City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabeach.org**

STANDARD FORMS ATTACHMENT A

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

- 1) Addendum Acknowledgement
- 2) Proposer's Certification
- 3) Conflict of Interest Disclosure Form
- 4) Drug Free Workplace
- 5) Notification of Public Entity Crimes Law

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

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

Date: _____

Full Legal Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____



ATTACHMENT A STANDARD FORMS

ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Firm Name

Signature

Name and Title (Print or Type)

Date

**SOLICITATION NO. RFP 1038-21-3 (THE “RFP”)
PROPOSER’S CERTIFICATION**

I have carefully examined the RFP, and any other documents accompanying or made a part of the RFP.

I hereby propose to furnish the goods or services specified in the RFP’s at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Riviera Beach Utility Special District (the “District”) adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal 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 Agreement.

I further certify that this proposal is made without prior understanding, Agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; or any officer, employee or agent of the City of Riviera Beach , Florida or the District or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer’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: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Agreement is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach, Florida (the “City”), or the City of Riviera Beach Utility Special District (the “District”)

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

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

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date



DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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' 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 Agreement 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 Agreement, 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, Florida Statutes or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

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

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

SIGNATURE

DATE



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 an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement 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 an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

Date

