



**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
REQUEST FOR PROPOSALS FOR  
LANDSCAPING AND IRRIGATION PROFESSIONAL SERVICES  
(RFP NO. 2018-03)**

CONTACT PERSON:  
Andre' Lewis Project Manager  
(561) 844-3408, Phone  
(561) 881-8043, Fax  
[alewis@rbkra.com](mailto:alewis@rbkra.com)

The Riviera Beach Community Redevelopment Agency (CRA) invites qualified Landscaping companies to provide landscaping and irrigation professional services for the 13<sup>th</sup> Street Corridor and other CRA properties listed.

This solicitation provides guidelines for submission and outlines the essential services desired for this engagement. Proposals will be accepted at the **Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite #300, Riviera Beach, FL 33404, until Friday, September 28, 2018, at 4:00 p.m. EST.**

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

This Public Solicitation document, including a scope of services, may be obtained at the **Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite #300, Riviera Beach, FL 33404.**

Additionally, the solicitation may be obtained by visiting the CRA website at <http://www.rbkra.com/doing-business-with-rbkra/>.

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

Each proposal shall be submitted no later than **4:00 pm on Thursday, September 28, 2018, to Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite #300, Riviera Beach, FL 33404.**

PLEASE SUBMIT SEVEN (7) ORIGINAL COPIES AND TWO (2) CDS OF YOUR PROPOSAL. A link to a secure cloud file may be provided in lieu of the two CDs.

**PUBLISH:**

Palm Beach Post	September 1, 2018
CRA website <a href="http://www.rbkra.com">www.rbkra.com</a>	September 1, 2018
Demand star	September 1, 2018

**Proposal packages received after this deadline will not be considered.**

All Proposals must be delivered or mailed to:

**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
ATTN: ANDRE' LEWIS, PROJECT MANAGER  
2001 BROADWAY, SUITE #300  
RIVIERA BEACH, FL 33404**

**ENVELOPES MUST BE IDENTIFIED AS:**

**REQUEST FOR PROPOSALS FOR  
LANDSCAPING & IRRIGATION SERVICES  
(RFP NO. 2018-03)**

The Community Redevelopment Agency reserves the right to provide addenda, reject any or all qualifications, or to negotiate individually with one or more firms, and to select the firm based on what the Selection Committee determines to be in the best interest(s) of the CRA.

## TABLE OF CONTENTS

<b>Section</b>	
<b>General Information:</b> Purpose and Scope	<b>Part 1</b>
<b>General Terms and Conditions</b> Procurement Schedule	<b>Part 2</b>
<b>Insurance Requirements:</b> Insurance Requirements	<b>Part 3</b>
<b>Proposal Evaluations Process:</b> Proposal Evaluations Process	<b>Parts 4 &amp; 5</b>

### **Required Forms:**

STATEMENT OF BUSINESS RESPONSIBILITY	
DRUG FREE WORKPLACE	
CERTIFICATE OF TRUTH IN NEGOTIATIONS	
SCHEDULE 1—	PARTICIPATION FOR M/WBE CONTRACTORS/SUBMITTERS
SCHEDULE 2—	LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR
SCHEDULE 3—	PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
SCHEDULE 4—	LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS
SCHEDULE 5-	LOCAL BUSINESS PARTICIPATION
SCHEDULE 6-	LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
ATTACHMENT A-	FEE SCHEDULE



**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**2001 BROADWAY, SUITE 300**  
**RIVIERA BEACH, FL 33404**

Florida's Dynamic  
Waterfront Community

**PLAN HOLDER INFORMATION SHEET —**

**EMAIL [alewis@rbcr.com](mailto:alewis@rbcr.com) OR FAX TO 561-881-8043**

**PROSPECTIVE SUBMITTER INFORMATION SHEET**  
**RFP 2018-03**

**PLEASE COMPLETE AND FAX THIS DOCUMENT TO THE CRA. YOUR INFORMATION WILL BE ADDED TO THE CURRENT REQUEST HOLDER LIST AND HELP TO INSURE RECEIPT OF CHANGES OR ADDITIONAL INFORMATION.**

**CRA:**                                      **FAX**                                      **561-881-8043**  
**OFFICE**                                      **561-844-3408**

Contact Person: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Business Fax #: \_\_\_\_\_

Business License # \_\_\_\_\_

circle one) City, County or State \_\_\_\_\_

## GENERAL INFORMATION

### Section 1

#### **BACKGROUND**

The Riviera Beach Community Redevelopment Agency ("CRA") is soliciting proposals from firms to provide to provide landscaping and irrigation of the 13<sup>th</sup> Street Corridor and other CRA properties listed

#### **1-1 SCOPE OF WORK**

All work shall be completed within the planting beds along 13<sup>th</sup> Street, and within the City owned Rights of Way along 13" Street (please see attached map

#### **Mow**

##### a. Grass weekly

- i. Four (4) times per month-April through October,
- ii. Three (3) times a month from November through March.
- iii. In months where there are five weeks an additional mowing may be necessary in order to maintain a weekly schedule
  1. Special Note: Mowing frequencies can be deleted or increased due to climate factors by the CRA's designee
- iv. Weeds axe to be mowed, trimmed or edged from turf areas as part of turf care operations.
- v. Grass shall be maintained at a length of 4" not to exceed 6" and never to go below 4"
- vi. All mowing must be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, damage sprinkler heads, valves, manifolds, timeclocks curbs, or other facilities
- vii. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives gutters and curbs on surface on the same day as mowed or trimmed. NO glass clippings and/or leaves shall be visible after mowing operation is complete.
- viii. Mowing will not be done when weather or conditions will result in damaged turf
- ix. All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the CRA
- x. Grass is never to be mowed lower than four (4) inches in height
- xi. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade
- xii. All mower blades are to be sharp enough to cut, rather than to tear grass blades
- xiii. All litter and debris shall be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades

#### **2. Edge and trim**

- a. During each occurrence;
- b. Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is

mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, tress, walls, cement medians. Particular Attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

- c. **No "fish line" weed eaters are permitted to be used around trees or plant bed so as to prevent damage to the plant materials.** In such instances, Contractor shall remove weeds by hand and/or chemical application (Roundup).
- d. **Edging-** Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.
- e. **Dirt and debris-** produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.
- f. **Turf will be edged** -approximately eighteen (18) inches around all trees that are in lawn areas if directed by CRA Designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges.
- g. **Chemical edging-**Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemical shall be applied in a manner to limit drift to six (6) inches. Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the CPA may replace the materials and deduct the cost from the Contractor's pay request.

### 3. Weed Removal

- a. Weeds are to be mowed, trimmed or edged from **turf areas** during each occurrence
- b. Weeds are to be manually removed or chemically removed from **shrubs, hedges, ground cover of lower beds weekly** during
  - xiv. four (4) times per month-April through October,
  - xv. Two (2) times a month from November through March.
- c. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

### 4. Prune, Trim and Detail Trees, Hedges and Shrubs

- a. **Shrub and Hedge Care-** Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by CRA designee
- b. **Hedge Trimming-Hedge** trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.
- c. **Palm Trees-** Shall have dead fronds removed as they occur. Dead fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 15'0".Dead palm frond that have fallen to the ground, are to be removed at each mowing.
- d. **Shade Trees-**Shall be pruned and trimmed per National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species. For purposes of this section, required pruning is limited to a height of 16'0", providing for the use of extendable power pruners. Pruning may include the following items:
  - xvi. to remove sucker growth and to maintain clear visibility between grade and a height of six feet

- xvii. dead, dying or unsightly parts of the tree
- xviii. sprouts growing at or near the base of the tree trunk
- xix. branches that grow towards the center of the tree
- xx. crossed branches that may rub together
- xxi. multiple leaders of a tree that normally have only one stem
- xxii. branches that have strong potential for damage by storms (preventative)
- xxiii. branches that have been damaged by storms (post storm event)
- xxiv. nuisance growth that interferes with view, walks, lighting or signage
- xxv. nuisance growth that indicates potential conflict with people
- xxvi. No climbing spikes will be permitted. Pruning paint is prohibited. Sharp and proper pruning tools will remove portions of trees, including any sucker growth. No chemical treatment to sucker growth will be permitted. Branches, dead wood and cuttings shall be removed from job site of pruning and disposed in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense. Do not use hedge shears for pruning. Machetes will not be permitted for any operations.
- xxvii. All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming. By the Contractor and at the Contractor's expense.

## 5. Fertilize

Sod-The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 155-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb of nitrogen per 1,000 sq. ft. of sod. St. Augustine sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract. Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season. CRA may request a fourth application of fertilizer to all contract areas if needed using a general fertilizer 6-6-6 at no extra charge to the CRA. Contractor shall notify the CRA when they plan to apply the fertilizer.

- b. TREES, SHRUBS & GROUND COVER-Fertilizer shall be applied to all trees, shrubs, and ground covers with exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.
- c. Chemical analysis sheets for all fertilizer to be applied shall be submitted to the CRA, prior to application, particularly Palm Tree fertilizer, along with recommended application rates as noted by the manufacturer.
- d. Trees (excluding palms) shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer. Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- e. All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rater of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.
- f. PALMS-All palms (excluding Cabbage Palms) shall be fertilized two (2) times yearly (March and September) using a "Palm Special" fertilizer. spike form only (similar to "Lutz" brand Palm Tree Maintenance Spikes). Fertilizer used shall be complete with Magnesium, Potassium, and micronutrients. Material shall be applied at label rates. Fertilizer analysis shall be submitted to the CRA prior to application.

**Fertilizer used for palms shall meet or exceed the chemical analysis quantities appearing on the "Lutz" Palm tree Maintenance Spikes.**

*Note: For bidding purposes, if lutz is used, ONE application per year is required, other spike fertilizers will be applied twice yearly, unless label rates specify differently.*

**6. Pest Management**

- a. Inspect landscape and treat chemically for pests as needed

**7. Irrigation Inspection and Repair**

- a. Inspect during each service

The inspection shall consist of: inspecting the systems for proper operation of the pumps controllers, valves, timers, electric and water supply.

1. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes.
  2. The Contractor shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water.
  3. The Contractor shall also be responsible for setting the times of the clocks and operation times of the system.
- b. The Contractor shall notify the CRA of visible irrigation system problems.
  - c. The Contractor shall provide the CRA an hourly rate to perform all other irrigation system repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The Contractor will provide to the CRA copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the CRA on a monthly basis.
  - d. The CRA shall be notified **immediately** (by 3:30 p.m. of the present working day), of any inoperable systems (i.e. pumps failing to come on).

All damaged irrigation system components shall be reported by the Contractor to the CRA designee.

**Components damaged by the Contractor's equipment or personnel will be replaced by the Contractor at the Contractor's expense.**

**8. Refresh Mulch**

- a. Inspect during each service
- b. Every six (6) months top dress all mulched areas withl inch of mulch
- c. Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.
- d. Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.
- e. Mulch shall be maintained around Trees up to three (3) inches in order to maintain a depth of three inches at all times

**9. Litter and Debris Control**

- a. Litter removal from turf areas and plant beds and designated Right-of-Way areas shall be complete prior to each mowing operation in the same day.
- b. Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites. Palm fronds and tree limbs will also be removed.
- c. Litter is to be removed entirely from the sites and disposed of in accordance with the CRA of Riviera Beach Ordinances.



*d. All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a \$50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request*

**10. Blowing/Clearing**

- a. Contractor shall use a blower to clear all walkways, parking lots and curbs along Roadways to ensure a neat, clean appearance after mowing operation.

**11. Landscaping/Materials**

- e. The Contractor shall notify the CRA of any damaged plant material that needs to be replaced.
- f. Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractors expense.
- g. The Agency shall approve any proposed new landscaping in advance of any work being completed.
- h. Contractor shall perform installation at hourly rates provided in proposal.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## 1-2 **PROPOSAL SUBMISSION AND OPENING**

All submittals must be received by the CRA no later than **4:00 pm (EST) September 28, 2018** in order to be considered. The following is required to be included in the submittal:

Seven (7) original hard copies and two (2) digital copies on individual CDs of a comprehensive submittal (a link to a secure cloud file may be provided in lieu of the two CDs) to include:

a. **Title Page** to include the following:

1. Project name and number
2. Name of firm or individual submitting the submittal
3. Address
4. Telephone number, e-mail address, name of contact person, and date of submittal.

b. **Table of Contents.**

c. **Transmittal Letter** (on company letterhead).

d. **Letter of Interest** (limit to one page):

5. Company overview
6. Name, address, and telephone number
7. Principal company contact
8. Number of years in business

e. **Experience and qualifications** of firm or individuals including experience of key personnel who will be assigned to project and similar project experience.

f. **Narrative** expressing understanding and approach to the project to include the following:

9. An **executive summary**, outlining a brief history of the firm (including form of ownership and name of owners/officers) and describing your understanding of the Project (including the benefits your firm would bring to the Project).

10. In matrix format a **list of at least five (5) projects (not to exceed 8), similar to the scope of projects contemplated herein**. Please give the name, location and description of the project; name, address and phone number of the owner's representative; and start and completion dates. (Projects currently underway that are similar to that contemplated herein may be submitted in addition to this list.) Provide a detailed summary of each project summarizes the work completed and highlight the similarities to this scope of work and/or unique complexity and challenges met by the specific work history.

11. An **Organization Chart** indicating the roles and responsibilities for the key personnel proposed for the Project, including those of any sub consultants. For each individual, and six (6) client references relative to this scope of work.

12. **Indicate Past CRA Experience and Type of Work:** Please provide your experience with the Riviera Beach CRA and/or the City of Riviera Beach over the last five (5) years will receive bonus points.

13. A **list of any adjudicated and open litigation** against your firm for the past three (3) years.

14. Provide examples of **past work product** and type of work.

15. Principal office location and local participation.

16. Required Forms and a valid copy of M/WBE Certifications

17. Addenda

**18. Complete the fee schedule labeled as Attachment A**

19. Response to the Evaluation Criteria outlined in Part (4) Evaluation Process. The response provided for each category should be tabbed separately but numbered sequentially.

**Interested parties should send their completed responses to the following address:**

**Riviera Beach Community Redevelopment Agency**

**Attention: Andre' Lewis, Project Manager**

**2001 Broadway, Suite 300  
Riviera Beach, FL 33404**

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

**1-3 INQUIRIES**

For additional information, qualified firms are encouraged to contact Andre' Lewis, 8:30 a.m. to 5:00 p.m., Monday through Friday, at (561) 844-3408 or email [alewis@rcra.com](mailto:alewis@rcra.com).

**1-4 PROPOSAL DISCLOSURE**

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

**1-5 ACCEPTANCE OR REJECTION OF PROPOSALS**

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

**1-6 DEVELOPMENT COSTS**

Neither the CRA nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this public solicitation.

### **1-7 PUBLIC ENTITY CRIME**

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit submittals on leases of 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 F.S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1-8 CODE OF ETHICS**

If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this submittal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the submittal is submitted and may be further disqualified from submitting on any future solicitations for work, goods, or services for the CRA.

### **1-9 EQUAL OPPORTUNITY REQUIREMENTS**

It is the policy of the CRA to comply with all Federal, State, County, and local laws to provide minorities and women equal opportunity for participating in all aspects of the CRA's contracting and procurement programs. It is further the policy of the CRA to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state their commitment to meet these same requirements.

### **1-10 CONTRACTUAL AGREEMENT**

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of submittal.

### **1-11 INDEMNIFICATION**

The Submitter, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CRA, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Submitter shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the submitter shall provide the CRA with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

### **1-12 CONE OF SILENCE**

As of September 1, 2018, no entity filing a response to this RFP shall through their principal, attorneys, or agents, contact the City Council/CRA Commission nor CRA Staff for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council/CRA Commission or CRA Staff. **Any action in violation of this provision shall be cause for disqualification of this RFP.**

### 1-13 NON-COLLUSION STATEMENT

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor 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), Fla. Stat. (1989), 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 5 percent 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 vendor.

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

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

### 1-14 LOBBYING

**Contact with any CRA employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFP, shall be grounds for elimination from the selection process. This restriction includes lobbying any CRA 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 CRA consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the CRA during any duly noticed public meeting.

By submitting a submittal, proposal, or other response for this RFP, 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 CRA employees, appointed officials or elected officials as defined herein

### 1-15 GOVERNMENTAL ENTITIES PURCHASE AGREEMENT

If awarded a contract, please indicate below if you will permit other governmental entities to purchase from your agreement with the CRA.

Yes, Others can purchase;

No, Only the CRA can purchase

## 1-16 **CONTRACTUAL AGREEMENT**

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of RFP submittal.

## 1-17 **ADDENDA TO RFP**

The CRA reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the CRA (Andre' Lewis) a minimum of (96) hours prior to the RFP submittal deadline to allow for review and subsequent clarification on the part of the CRA.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the CRA. No employee of the CRA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

## 1-18 **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final selection, submitters may be required to submit additional information which the CRA may deem necessary to further evaluate the submitter's proposal.

## 1-19 **GRATUITY PROHIBITION**

Submitters shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CRA for the purpose of influencing consideration of this submittal.

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

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

## 1-21 **EXCEPTIONS TO THE RFP**

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

## 1-22 **RIGHT OF NEGOTIATION**

The CRA reserves the right to negotiate with the selected submitter the exact terms and conditions of the contract.

### **Right of Rejection of Lowest Fee Estimate:**

**The CRA is under no obligation to award this project to the submitter having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating submittals.**

### 1-23 **DENIAL OF REIMBURSEMENT**

The CRA will not reimburse submitters for any costs associated with the preparation and submittal of any submittal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a response to this RFP.

### 1-24 **SMALL BUSINESS ENTERPRISE (SBE)**

N/A to this solicitation.

### 1-25 **LOCAL BUSINESS ENTERPRISE (LBE)**

An LBE is any local business within the City limits of Riviera Beach and or the County of Palm Beach and has a valid business license, tax receipt, or a state issued contractor's license. Postal Service Box, UPS Box nor any other Business Service Centers will be used for the purpose of establishing a business location for participating on this project. Permanent physical location must be established for a minimum of 12 months prior to the published date of this solicitation.

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Permanent locations will be verified through proposer's registration with the Florida Department of State.

### 1-26 **PROJECTED USE OF RIVIERA BEACH BUSINESSES FOR SUBCONTRACTING SERVICES**

The CRA encourages submitters to show the extent to which the value of annualized subcontracting services will exceed 15% to businesses based in Riviera Beach. Submitters should use the FY 2018 budget outlined in the included Appendix for projecting the subcontracts with local businesses.

### 1-27 **TRUTH IN NEGOTIATION CERTIFICATE**

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the person/firm receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

### 1-28 **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

All submitters have an opportunity to increase their opportunity to be awarded a CRA contract/project by maximizing their use of qualified MBEs in accordance with the CRA's MBE Participation goals

The CRA shall have the right to consider price, quality, past performance including meeting qualified MBE commitments, time required for performance and qualifications of the Submitter in making awards.

Consistent with section 3.13.3.2 of the CRA's Procurement Policies and Procedures, as an incentive for the submitters maximizing the participation of qualified MBEs on the project, additional bonus points shall be added to the submitter's score for the written proposal based upon the distribution of bonus points indicated in the table below:

Total Qualified MBE Participation in Excess of 15%	Bonus Points Awarded as a Percentage of Total Available Points for Written Score
0% -15%	0%
16%-30	4%
31%-40%	6%
41%-50%	8%
51% and above	10%

The submitter shall seek to maximize its use of qualified MBEs. The submitter shall complete the Tabulation of Subcontractors and Material Suppliers form (See Schedule One and Two) that will be provided with the RFQ package by the CRA. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that will be completed by qualified minority businesses. This amount shall be incorporated into the term of the final contract agreement between the CRA and the submitter.

The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a submitter based on the total qualified minority business participation.

Bonus points shall be calculated based only upon total points available for scoring written proposal (points for oral interviews shall not be used in calculation). Bonus points are not applicable to the prime but rather to subcontractors and material suppliers contracted by the prime. All proposed qualified minority businesses shall provide a letter of participation on its own letterhead and signed by the chief operating officer stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed proposal packet.

An MBE business is an entity that is at least 51% owned, operated, and controlled by a minority person. Minority persons are African-Americans, Native-Americans, Hispanic-Americans, Asian-Americans, and Women. Women Business owners are females that own operate and control at least 51% of a business entity. Additionally, MBE must have current certification of its MBE status granted/authorized by a Federal Agency or State of Florida, municipality, county or agency.

**1-29 PROPOSAL PROTEST COST AND FILING FEES**

1. Written Protest. The written protest submitted to the Purchasing Director must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the estimated five-year project budget (see 1-2, A.), whichever is greater up to a maximum of \$2,500.
2. Appeal to the CRA Executive Director. The written appeal to the CRA Executive Director must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, of the value of the estimated five-year project budget (see 1-2, A.), whichever is greater up to a maximum of \$2,500.
3. Appeal to the CRA Board of Commissioners. The written request for an appeal to the CRA Board of Commissioners must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, of the value of the estimated five-year project budget (see 1-2, A.), whichever is greater up to a maximum of \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing Director or CRA Executive Director, as applicable, the filing fee shall



be refunded to the Protestor less costs incurred by the CRA. If the protest is denied the filing fee shall be forfeited to the CRA in lieu of payment of costs incurred by the CRA

### 1-30 **LEGAL REQUIREMENTS**

Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the provider will in no way be a cause for relief from responsibility.

- A. Submitters doing business with the CRA are prohibited from discriminating against any employee, applicant, origin, sex or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority Business Enterprise (MBE) indicates a business entity, which is owned and operated by a minority. In this instance, minority group members are citizens of the United States who are Black, Hispanics, Native American, Women, and Others as outlined in Florida Statutes, Chapter 287. Minority owned business wishing to participate in the CRA procurement process may contact the Purchasing Department for information and assistance.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the CRA Procurement Policies and Procedures.**

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

### 1-31 **RIVIERA BEACH CRA CONTRACT**

The Contract for Professional Services shall prevail as the basis for contractual obligations basis for contractual obligations between the selected firm and the CRA. The terms, and conditions of the solicitation shall be incorporated into the CRA's contract.

### 1-32 **STANDARD PERFORMANCE**

- A. The Consultant shall be required to unconditionally warrant that it and any sub consultant shall use sound and professional principles and practices in accordance with the highest degree of skill and care in the performance of service required under the agreement.
- B. The performance of Consultant's and any sub consultant's personnel shall reflect their best knowledge, skills, and judgment.
- C. For any failure to meet the foregoing warranty during the term of the agreement, CRA may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

### 1-33 **SUB-CONSULTING**

Should any proposer contemplate subcontracting (to one or more sub-consultants) any part of the work or services as specified under the SCOPE OF WORK, that Proposer shall submit with its proposal a description of the work or service to be done under such subcontractors, together with the name and qualifications of the proposed sub-consultant(s) who shall perform any part of the project. The CRA prefers to consider qualifications from firms that perform at least 65% of work assignments in house with existing staff.

1-34 **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY CONTRACT**

The Contract for Consulting/Professional Services shall prevail as the basis for contractual obligations between the selected firm and the Riviera Beach Community Redevelopment Agency for any terms and conditions not specifically stated in this Request for Proposals.

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**INFORMATION  
SECTION 2**

**2-1 PROCUREMENT SCHEDULE**

The CRA will use the following time lines which will result in selection of qualified firms. Dates are subject to change if necessary.

<u>September 1, 2018</u>	RFP Available to Submitters
<u>September 21, 2018</u>	Final Day to Submit Requests for Information
<u>September 28, 2018</u>	Proposals Due no Later than 4:00 p.m.
<u>October 4, 2018</u>	Evaluation Committee Meeting & Selection

**2-2 AWARD OF CONTRACTS**

A recommendation of the top ranked submittals will be made to the CRA Executive Director regarding the award of this contract. The Executive Director, in turn, will then present a recommendation to the CRA Board of Commissioners for Selection.

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

The CRA 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 RFP as it may deem necessary and may consider any information available to it of the financial, technical, and other qualifications and abilities of a submitter, including past performance with other governmental agencies. Submitters are advised that requests for additional information or site visitation are not to be construed as an indication that a submitter will receive or is in the best position to receive a contract award.

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

Based on the combined score of the Evaluation Selection Committee and the Oral Interview Committee a recommendation will be presented to the CRA Executive Director, who in turn, will present a recommendation to the CRA Board of Commissioners for selection. The CRA Board will select the submittal which best meets the best interests of the CRA. The decision of the CRA Board of Commissioners will be final.

The award will be made in a timely manner. Following notification of the firm selected, the CRA will expect a contract to be executed by the parties within fourteen (14) business days. The CRA will engage in negotiations with the top ranked firm and so on in order of ranking until a firm is selected. The term of the contract will be for three (3) years with the option to renew for two (2) additional twelve (12) month periods based on favorable annual performance. Any additional requirements or changes will be added to future renewals as written addendums.

**2-3 INSTRUCTIONS TO SUBMITTERS**

Proposals not conforming to the instructions provided herein may be subject to disqualification at the option of the CRA.

All questions concerning this Request for Proposal document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may be submitted after the cut off for questions specified in Section 2-1, Procurement Schedule. All questions shall be submitted to:

Andre' Lewis, Project Manager  
Riviera Beach CRA  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404  
[alewis@rbkra.com](mailto:alewis@rbkra.com) or Phone: 561-844-3408

**Contacting other CRA Staff regarding this solicitation may be grounds for dismissal.**

If a submittal is transmitted by U.S. Mail or other delivery medium, the Submitter shall be responsible for its timely delivery to the designated RBCRA office.

Proposals received after the stated time and date will not be considered and will be returned unopened to the Submitter.

Seven (7) printed hard copies with one marked "Original" and containing a manual signature, bound with tabbed dividers separating each section. The original and hard copies shall not exceed ninety-five (95) pages, inclusive of any schedules, charts or other illustrations (*Appendix section does not count toward total page count*). Each page shall be numbered consecutively and shall not exceed 8-1/2" x 11" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include the required responses specified in Section 1-2 PROPOSAL SUBMISSION. An additional two (2) digital copies on individual CDs (PDF format and bookmarked to the same specifications as the hard copy) of the submittal shall be submitted by the proposing firm. A link to a secure cloud file may be provided in lieu of the two CDs. All sets will be clearly labeled with the Submitter's Name, Project Name, and Submission Date on the outside of each bound copy/on each CD label. If multiple submittals are being submitted, each must be packaged separately and presented as directed herein.

Following submittal of the proposal, firms shall not add or substitute team members, including sub-consultants, unless approved by the Project Manager, Andre' Lewis. Any change in the proposed team shall be requested in writing to the Project Manager, Andre' Lewis. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

Proposals and CDs shall be sealed within a container (box, envelope, package, etc.) and labeled in a prominent place on the exterior of the package as follows:

Firm Name-

Request for Proposals-"Title Name" and number

The Submitter shall have a place of business for contact by the CRA during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful submitter shall be provided to the CRA.

**INSURANCE REQUIREMENTS  
SECTION 3**

The successful firm or individual entering a resulting contract with the CRA 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:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability	\$1,000,000 Per Occurrence
Commercial General Liability (Products/Completed Operations, Contractual, Insurance Broad Form Property, Independent Contractor, Personal Injury)	\$1,000,000 Per Occurrence \$1,000,000 Annual Aggregate
Automobile (Owned, Non-Owned, & Hired)	\$1,000,000 Single Limits
Worker's Compensation, As Applicable	\$1,000,000 Per Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit
Including Employer's Liability Insurance	\$1,000,000 Per Occurrence

Professional liability insurance requirements for outside counsel will maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the CRA, shall be furnished to the CRA immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the CRA's request. Such certificates of insurance will provide the CRA with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the CRA as an additional insured, and proof of such coverage shall be furnished to the CRA by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the CRA and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the CRA. The insurance requirements set forth herein may be modified by the CRA in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities may be grounds for rejection of the submittal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing firm's or individual's submittal.**

## EVALUATION PROCESS

### SECTION 4

#### **4.1 GENERAL OVERVIEW**

The purpose of the Evaluation Process is to equitably judge each submittal submitted in response to the requirements specified by the Request for Proposals; each responsive submittal will be evaluated by the Evaluation Committee using the process outlined herein. Final award is subject to approval by the Riviera Beach Community Redevelopment Agency Board of Commissioners.

**All issues and questions regarding this project shall be addressed through the CRA.** There shall be no communication between Evaluation Committee Members, their Staff, CRA staff and/or its Owners Representative or Consultant and the Submitters or their sub-consultants regarding this solicitation. Evaluation Committee Members are not allowed to meet separately and discuss the project or contents of the submittals.

#### **4.2 EVALUATION PROCESS**

An Evaluation Committee, consisting of appointees designated by the CRA Executive Director, will convene, review, and discuss all submittals submitted. Purchasing personnel will participate in an advisory capacity.

The evaluation of submittals shall be to establish the ranking order of the Submitters. The Evaluation Committee shall evaluate all responsive submittals to establish the final ranking order of all submitters.

Each Committee Member shall award points for each category based upon their assessment of the written response to the requirements of the criteria described in each category. The points indicated as Points Possible are the maximum that may be awarded for category. As specified in the criteria, the point award for certain categories shall be established and/or verified by the Purchasing Department. The points awarded for all categories shall be tabulated on a Tabulation Form to achieve the Total Points awarded to each Submitter. The Tabulation Form shall be the basis for determining the ranking order of the Submitters. The total points awarded to each Submitter will be ranked 1,2,3,4, etc. with the highest point total ranked 1, the next highest point total ranked 2, etc.

#### **4.3 ORAL INTERVIEWS**

The Selection Committee shall review each submittal and rank them based on the Evaluation Method and Criteria noted within this solicitation and select a short list of finalists. The finalists will then present an oral presentation (not to exceed 40 Minutes) to the Selection Committee and Oral Interview Committee for final selection. The evaluation method for the oral interviews will be communicated upon invitation to the finalists to present and will focus substantially on the information presented in Section 1-2 of this solicitation.

The Selection Committee and Oral Interview Committee will be appointed by the CRA Executive Director.

#### **4.4 FINAL SELECTION**

A recommendation of the top three (3) ranked submittals will be made to the CRA Executive Director regarding the award of this contract. The Executive Director in turn will then present a recommendation to the CRA Board of Commissioners for approval.

The CRA reserves the right to reject any or all offers or to accept any offers which is in its best interest. The CRA also reserves the right to waive any informalities,

irregularities and technicalities in procedure.

The CRA 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 RFP as it may deem necessary and may consider any information available to it of the financial, technical, and other qualifications and abilities of a submitter, including past performance with other governmental agencies. Submitters are advised that requests for additional information or site visitation are not to be construed as an indication that a submitter will receive or is in the best position to receive a contract award.

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

The award will be made in a timely manner. Following notification of the firm selected, the CRA will expect a contract to be executed by the parties within fourteen (14) business days. The CRA will engage in negotiations with the top ranked firm and so on in order of ranking until a firm is selected. The term of the contract will be for three (3) years with the option to renew for two (2) additional twelve (12) month periods based on favorable annual performance. Any additional requirements or changes will be added to future renewals as written addendums.

Award for this service is subject to negotiation of a contract acceptable to the CRA. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked submitter. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected submitter, the Committee reserves the right to enter into negotiations with the next highest ranked submitter and continue this process until agreement is reached.

The CRA Commission will award a contract or reject any or all submittal(s).

**EVALUATION CATEGORIES  
SECTION 5**

The Evaluation Committee shall rank all submitters received, which meet the submittal requirements. The evaluation committee will consider the following factors when ranking the submittals received:

<b>EVALUATION CATEGORIES</b>	<b>POSSIBLE POINTS</b>
<b>1. Quality and Extent of Experience Criteria (60 points)</b>	
The experience of the proposed firm or individual based on the following information:	
Resumes for firm, individual and proposed project personnel:	
<ul style="list-style-type: none"> <li>■ <i>Firm's Location, Personnel &amp; Size:</i> emphasis on Project manager and key personnel assigned to engagement</li> </ul>	<b>25</b>
Past experience with similar projects & Services: Does the submittal clearly demonstrate the following:	
<ul style="list-style-type: none"> <li>■ <i>Firm's Government Experience:</i> emphasis on CRAs and DDAs — government economic development initiatives</li> </ul>	<b>25</b>
<i>Number of Similar Projects Listed:</i> Five or more projects                      Up to 10 Points Four projects                                    Up to 8 Points Three projects                                    Up to 6 Points Two projects                                      Up to 4 Points One project                                        Up to 2 Points	<b>10</b>
<b>2. Approach Criteria (50 points)</b>	
The proposed firm's or individual's overall understanding of the scope of Services, and how it intends to approach the project and address issues which typically arise in such projects.	
Does the approach:	
<ul style="list-style-type: none"> <li>■ Indicate past CRA Experience by including Work Product</li> <li>■ Include Work Product from Similar Projects (such as but not limited to-copies)</li> </ul>	<b>20</b>
	<b>10</b>
<ul style="list-style-type: none"> <li>■ Provide a clear list of all services provided by the company</li> </ul>	<b>20</b>
<b>3. Location (10 points)</b>	
Within Riviera Beach\Within Palm Beach County	<b>10</b>
Within Florida	<b>4</b>
Outside Florida	<b>2</b>
Prime submitter's corporate headquarters locations shall be the office for which points will be awarded.	
M/WBE	
M/WBE Owned	<b>15</b>
Meet or Exceeds 15% M/WBE participation	<b>10</b>
< 15% participation	<b>0</b>
<b>TOTAL POSSIBLE POINTS for WRITTEN PROPOSAL</b>	<b>135</b>



<b>EVALUATION CATEGORIES</b>	
SECTION 5	
<b>Oral Interview Points</b>	<b>N/A</b>

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## **REQUIRED FORMS**

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

1. STATEMENT OF BUSINESS RESPONSIBILITY
2. DRUG FREE WORKPLACE
3. CERTIFICATE OF TRUTH IN NEGOTIATIONS
4. SCHEDULE 1-PARTICIPATION FOR M/WBE CONTRACTORS/SUBMITTERS
5. SCHEDULE 2-LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR
6. SCHEDULE 3-PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
7. SCHEDULE 4-LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS
8. SCHEDULE 5-LOCAL BUSINESS PARTICIPATION
9. SCHEDULE 6-LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
10. EXHIBIT A COST SCHEDULE

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

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

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

\_\_\_\_\_ of \_\_\_\_\_  
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**CITY OF RIVIERA BEACH**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] 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)

**TRUTH IN NEGOTIATIONS CERTIFICATE**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of \_\_\_\_\_

\_\_\_\_\_ \*

are accurate, complete, and current as of \_\_\_\_\_ \*\*

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

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

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

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

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

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

\*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

SCHEDULE 1  
PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

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

RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
TOTAL					

TOTAL PARTICIPATION: \_\_\_\_\_%

TO BE COMPLETED BY  
PRIME PROPOSER:

RFP PRICE: \_\_\_\_\_

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

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

SCHEDULE 2

RFP NUMBER: \_\_\_\_\_  
LIASON: \_\_\_\_\_

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: \_\_\_\_\_

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

an individual \_\_\_\_\_ a corporation \_\_\_\_\_ a partnership \_\_\_\_\_ a joint venture  
 The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Type of Service to be provided:

At the following price: \_\_\_\_\_ OR Percent \_\_\_\_\_

You have projected the following commencement date of such work, \_\_\_\_\_ and the undersigned is projecting completion of such work as follows:

Items: Projected Commencement Date: \_\_\_\_\_ Projected Completion: \_\_\_\_\_

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority 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.

(FIRM \NAME OF MINORITY CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE 3  
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

RFP TITLE: \_\_\_\_\_ RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_ RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CERTIFICATION

TO BE COMPLETED BY PRIME PROPOSER:

RFQ PRICE: \_\_\_\_\_ OR

TOTAL PARTICIPATION: \_\_\_\_\_ %

\_\_\_\_\_  
(FIRM\NAME OF CONTRACTOR)

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

BY: \_\_\_\_\_  
SIGNATURE OF CONTRACTOR



LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO:

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

an individual  a corporation  a partnership  a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Type of Service to be provided: \_\_\_\_\_

At the following price: \$\_\_\_\_\_

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items: \_\_\_\_\_ Projected Commencement Date: \_\_\_\_\_ Projected Completion: \_\_\_\_\_

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority 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  
\_\_\_\_\_

PARTICIPATION FOR LOCAL BUSINESS AS CONTRACTOR AT LEAST 25%

RFP TITLE: \_\_\_\_\_ RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_ RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	% TO BE PERFORMED BY LOCAL BUSINESS	ESTIMATED DOLLAR VALUE

TOTAL: \_\_\_\_\_

TO BE COMPLETED BY PRIME PROPOSER:

RFP PRICE: \_\_\_\_\_ OR

TOTAL PARTICIPATION: \_\_\_\_\_

\_\_\_\_\_  
(FIRMNAME OF CONTRACTOR)

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

\_\_\_\_\_  
SIGNATURE OF  
CONTRACTOR

LETTER OF INTENT TO PERFORM AS A MINORITY/SMALL BUSINESS ENTERPRISE

TO:

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

an individual  a corporation  a partnership  a joint venture

The undersigned is certified as an M/WBE.

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):

Type of Service to be provided: \_\_\_\_\_

At the following price: \$\_\_\_\_\_

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:</u>
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\_\_\_\_\_ % 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.

\_\_\_\_\_  
(FIRM\NAME OF LOCAL CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A**  
***Maintenance Services***  
***Cost Schedule***

**\*Please fill out the cost schedule below with appropriate dollar amounts\***

<b>Maintenance Services Cost Schedule</b>	
<b>LOTS TO BE SERVICED</b>	<b>Cost per Month (Average monthly cost of all services required in 12</b>
<b>13 Street Corridor — Avenue C to Broadway</b>	
<b>13<sup>th</sup> Street Corridor — Broadway to Old Dixie Highway</b>	
<b>LOT — 70 W. 13<sup>TH</sup> ST., R.B., FL., PCN # 56-43-42-33-06-003-0191</b>	
<b>LOT — 60 W. 13<sup>TH</sup> ST., R.B., FL., PCN # 56-43-42-33-06-003-0211</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56-43-42-33-06-012-0051</b>	
<b>LOT — 13<sup>th</sup> Street, R. B, FL., PCN # 56-43-42-33-06-012-0061</b>	
<b>LOT — 13<sup>th</sup> Street, R. B, FL., PCN # 56-43-42-33-07-010-0021</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56-43-42-33-07-010-0011</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56434233060030322</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56434233060030291</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56434233060030261</b>	
<b>LOT — 2601 Broadway (see Appendix A), PCN 56-43-42-28-14-</b>	
<b>LOT-1148 MLK Blvd PCN#56434232010250210</b>	
<b>LOT— 13<sup>th</sup> Street, R. B, FL., PCN # 56434233070090011</b>	
<b>LOT- W. 10<sup>th</sup> Street R.B, FL., PCN# 56434232010050010</b>	
<b>Parking Lot — Plaza Circle () PCN 56-43-42-27-04-000-4560</b>	
<b>CRA Linear Park (6th street to 8th street; 25,000 sq. sod &amp; 49 sabal palms,)</b>	
<b>Small Vacant Lot</b>	
<b>*Additional Properties: Rate appropriate to best match in price list</b>	
<b>Hourly Rate: Planting &amp; Installation</b>	
<b>Hourly Rate: Irrigation Repair &amp; Installation</b>	
<b>Irrigation Parts &amp; Materials: No Markup; Invoices for</b>	

# ATTACHMENT B CRA BOUNDARY MAP

