REQUEST FOR QUALIFICATIONS
(RFQ No. 344-11)
CITY OF RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

OWNER’S REPRESENTATIVE CONTINUOUS SERVICES
CONTRACT

2 YEAR WITH TWO 2-YEAR RENEWALS

PROJECT No CRA 02-11

CRA BOARD

CRA MANAGEMENT
REQUEST FOR QUALIFICATIONS

CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

OWNER’S REPRESENTATIVE CONTINUOUS SERVICE CONTRACT

Project No.CRA 02-11

The City of Riviera Beach Community Redevelopment Agency (CRA) is seeking qualified firms and or individuals to provide Owner’s Representative services on a continuous service contract for a term of two (2) years with an option for two (2) 2-year renewals.

The CRA anticipates issuing independent work orders for various CRA improvement projects and desires to have the Owner’s Representative manage these efforts which will be executed using a various methods of construction including, but not limited to a Construction Manager at Risk delivery method.

Section I – Project Description

The City of Riviera Beach Community Redevelopment Agency (“CRA” hereafter) is undertaking a process to implement its redevelopment plan in the following including but not limited to the Marina/Marine District South, Riviera Heights and Broadway West areas. The redevelopment projects will include new streets and sidewalks, buildings, etc. and other public-private projects. The initial budget for these projects is expected to exceed $25 million. The CRA is seeking proposals to provide Owner’s Representative services for this and other future CRA projects on an as needed basis.

Section II – Proposal Format

The overall format of all proposals submitted in response to this Request for Qualifications (“RFQ” hereafter) shall be as follows:

- Title page to include project name and number; name of firm or individual submitting the proposal, address, telephone number, e-mail address, contact person, and date of proposal.
- Table of Contents.
- Letter of Interest (limit to one page).
• Experience and qualifications of firm or individuals including experience of key personnel who will be assigned to project and similar project experience.
• Narrative expressing understanding and approach to the project.
• Principal office location and local participation.

• Other information
  o Public Entity Crime Form.
  o Total Staff and Firm’s or Individual’s Profile – including organizational chart.
  o Proof of liability insurance.
  o Addenda issued.
  o Other required information.
• Sealed Cost Proposal (for competitive negotiations).

Section III – Scope of Work

The CRA is undertaking a process to implement its redevelopment plan in the following including but not limited to in the CRA areas including, but not limited to, the Marina Marine District South, Riviera Beach Heights and Broadway West areas. The redevelopment projects initiatives will include a variety of projects for the owner's representative to manage and oversee. The initial budget for these projects, and related municipal projects, is expected to exceed $25 million.

MARINA DISTRICT SOUTH (MUNICIPAL MARINA AREA):

The City-owned Marina (“Project”) is the centerpiece for our redevelopment initiatives in the Marine District South area. The vision behind Marina Place or International Harbor (brand name pending) is public access to the waterfront to feature over 600 residential units, and over 600,000 sq. ft. of retail and office space once fully developed restaurants, retail, office, and public space. This property will feature majestic views of Florida's Intracoastal Waterway and Atlantic Ocean.

In 2008, the City of Riviera Beach (“City”) and CRA selected Viking Developers (Viking) as the master developer for Marina Place. Viking purchased surrounding real estate adjacent to the Marina, investing over $50 million in private capital for site assemblage. This massive urban redevelopment effort was designed to re-shape Riviera Beach’s Downtown. Together, the properties acquired by Viking and the substantial land holdings of the City and RBCRA represent a progressive assemblage of properties to facilitate an aggressive plan to redevelop the central business core.

The redevelopment of the City-owned marina the Marine District South area is a cooperative venture between the City of Riviera Beach, CRA and Viking. The owner’s representative shall be responsible for initiating and coordinating all Phases of the Project (see Exhibit C: Master Plan). The construction of these phases is projected to
begin October 2012 and shall generally consist of the following: approximately $15MM of project activities including, but not limited to, a 25,000 sq. ft. community center and multi-purpose building, development of a three acre community park, various infrastructure improvements to support project elements constructed in the area, and related construction projects in the Marine District South area.

1. **Phase 1 (Marina Boardwalk):** Design, drainage and construction Estimated budget of Phase 1 is $_____.

2. **Phase 2A.1 (Bicentennial Park):** Design, drainage, utility, road and earth work, and construction of basic landscape packages Estimated budget of Phase 2A.1 is _____.

3. **Phase 2A.2 (Newcomb Hall):** Construction of a +37,260sf community banquet and conference center budgeted at $6 million (includes an FF&E allowance of $500,000)

**Viking Developers**

The owner’s representative shall work constructively with the CRA’s Master Developer (Viking) to program the construction of all future phases of the Municipal Properties and all other elements in the Marina Marine District North area. The CRA has budgeted $7.5 million for the construction of a parking structure. The timing and location of the parking structure needs to coincide with the completed master plan and should be influenced by Viking’s vision for the Upland’s Master Plan (see Exhibit B – Master Plan).

Additional information may be downloaded from the CRA’s website. Go to [WWW.crbcra.com](http://WWW.crbcra.com). Go to [www.rbcra.com](http://www.rbcra.com).

**RIVIERA BEACH HEIGHTS AND BROADWAY WEST**

Riviera Beach Heights is one of the largest neighborhoods within the CRA service area. This community has been challenged by high rates of vacant and abandoned properties, unemployment, and inadequate urban neighborhood planning and insufficient public infrastructure investments. The CRA is engaged in an infill redevelopment program to improve this neighborhood and the Broadway West neighborhood which is east of the neighborhood. The CRA has budgeted nearly $3MM to fund neighborhood projects. capitalize the Riviera Beach Community Development Corporation (CDC) to provide working capital for the entity to be engaged in a Community Redevelopment Project (“CRP”). Project priorities for the CRP are currently underway.

The Broadway West neighborhood runs parallel to Broadway (US-1) and the focus of the CRA is to improve the area along the Avenue E corridor from 11th Street to Blue Heron Blvd Boulevard as a high density mixed-use neighborhood. The CRP will define
the strategies for project elements and the future engagement of the owner’s representative.

**Section IV – Duties & Responsibilities**

The Owner’s Representative must demonstrate a track record of successful Owner’s Representation experience in the area of public construction projects, including preconstruction and construction services. The Owner’s Representative will be an agent of the CRA as “Owner” and shall owe duties of care and loyalty to the Owner. Demands on the Owner’s Representative’s time and energy will vary with the progress and stage of the project.

The Owner’s Representative will provide be responsibility for the projects and provide a broad range of Owner’s Representative services including, but not limited to, the following services:

- Coordination and implementation of all aspects of the Project, including but not limited to the budget, project schedule, site selection, design, pre-construction activities, construction management, jurisdictional representation, change orders, invoice reviews, verification & authorization for payments, consultation and administration of the Projects.

- Coordinate with the CRA to design a scope of services for the selection of a design team to include at minimum, architectural and engineering services, at a determined percentage of completed documentation to allow for an effective construction bid process.

- Work with the CRA to fine tune schedule and budget expectations for the purpose of establishing a framework against which to manage the Projects.

- Work with the CRA to solidify the design contract, establishing appropriate guidelines for cost, time in which to perform the design services, and a clear expectation as to the materials to be utilized.

- Work with the City/CRA staff, Architect, Engineer, Planners and Master Developer (“Design Team”) - in developing the building design, proactively saving on cost through Value Engineering initiatives that will not sacrifice safety, quality, or building aesthetics.

- Work with the Design Team to identify long-lead items and opportunities to benefit from economies of scale during procurement of materials and equipment.

- Assist with the evaluation and selection, on behalf of the CRA, of qualified Construction Management at Risk (CM@Risk) firms to perform the prescribed services.

- Serve as a conduit in facilitating contract negotiations with the selected CM@Risk to minimize the CRA’s exposure to risk and establish sound schedule and budget parameters on its behalf.

- Provide quality on site representatives to monitor the construction effort, manage
project coordination meetings, and make recommendations to maximize quality during construction. Carefully maintain strong document control procedures, and minimize any change orders that may arise, including the coordinating construction permits and inspections through the City’s Building Division.

- Maintain interactive project management software that will ensure the quick and effective communication of information amongst project participants.

- Effectively and openly communicate with the CRA to keep designated project stakeholders involved, receive recommendations for positive improvement, and actively report as to the progress of the project.

- Where and when necessary, employ the talent of local disadvantaged business enterprises (“DBE”) for independent testing and other services required. Track, monitor, report and set goals in the schedule of values to optimize DBE participation.

- Perform comprehensive close out management on behalf of the CRA to bring the project to successful completion, resolving all lingering issues with the CM@Risk before the contract is considered fulfilled.

- The Owner’s Representative will collaborate on move planning with the project team.

- The Owner's Representative shall provide a project summary report at project completion which shall include key construction dates; summary of all change orders (if any); summary of all costs as compared to budget; submittal of all “as-built” plans to the City; completion date as compared to established scheduled; and the level of DBE participation achieved. All warranties shall be appropriately registered and noted in said report.

The Owner’s Representative must demonstrate a track record of successful Owner’s Representation experience in the area of public construction including preconstruction and construction services. The Owner’s Representative will be an agent of the CRA as “Owner” and shall owe duties of care and loyalty to the Owner. Demands on the Owner’s Representative’s time and energy will vary with the progress and stage of the project.

The Owner’s Representative will provide a single source responsibility for the project and provide a broad range of Owner’s Representative services including, but not limited to, the following services:

- Coordination and implementation of all aspects of the project, including but not limited to the budget, project schedule, site selection, design, pre-construction activities, construction management, jurisdictional representation, consultation and administration of the project.

- Work with the CRA to fine tune schedule and budget expectations for the purpose of establishing a framework against which to manage the project.

- Work with the CRA to solidify the design contract, establishing appropriate
guidelines for cost, time in which to perform the design services, and a clear expectation as to the materials to be utilized.

- Work with the Architect in developing the building design, proactively saving on cost through Value Engineering initiatives that will not sacrifice safety, quality, or building aesthetics.
- Work with the Architect to identify long-lead items and opportunities to benefit from economies of scale during procurement of materials and equipment.
- Assist with the evaluation and selection, on behalf of the CRA, of a qualified Construction Management at Risk (CM@Risk) firms to perform the prescribed services.
- Serve as a conduit in facilitating contract negotiations with the selected CM@Risk to minimize the CRA’s exposure to risk and establish sound schedule and budget parameters on its behalf.
• Provide quality on-site representatives to monitor the construction effort, manage job meetings, and make recommendations to maximize quality during construction. Carefully maintain strong document control procedures, and minimize, any change orders that may arise.

• Maintain interactive project management software that will ensure the quick and effective communication of information amongst project participants.

• Effectively and openly communicate with the CRA to keep designated project stakeholders involved, receive recommendations for positive improvement, and actively report as to the progress of the project.

• Where and when necessary, employ the talent of local disadvantaged business enterprises for independent testing and other services required.

• Perform comprehensive close-out management on behalf of the CRA to bring the project to successful completion, resolving all lingering issues with the CM@Risk before the contract is considered fulfilled.

• The Owner’s Representative will collaborate on move planning with the project team.

• The Owner’s Representative shall provide a project summary report at project completion which shall include key construction dates; summary of all change orders (if any); summary of all costs as compared to budget; and completion date as compared to established scheduled. All warranties shall be noted in said report.

Section IV – REQUIREMENTS FOR SUBMITTAL

The RFQ response should be designed to demonstrate to the CRA how the qualifier’s range of services and degree of experience qualifies them to best assist with the construction management services desired. In order to evaluate the capabilities of all firms, each RFQ shall include, at a minimum, the following information:

1. Transmittal letter (on company letterhead)

2. Company overview:
   a) Name, address, and telephone number
   b) Principal company contact
   c) Number of years in business
3. Experience of the firm with similar projects – Give examples of projects of similar, size, scope and budget that for which your company/staff has provided Owner Rep services for within the past five (5) years: Additionally, provide examples were your firm achieved the following for the client:

   a) Saved Money and Time
   b) Improved the Quality of Service
   c) Enhanced Benefits
   d) Increased Efficiency
   e) Were Innovative
   f) Tracked and reported DBE Participation

4. Project understanding and approach – Identify your understanding of the scope of the services requested by the CRA and your Company’s approach to providing those services. Please list any additional services your company is willing to provide.

5. It is essential that the project be supervised and carried out by personnel possessing the training and experience appropriate to the nature of the project. The RFQ shall include:

   a) The names and positions of each professional to be assigned to this project, including familiarity with projects of a similar nature.
   b) The estimated amount of involvement expressed as a percentage of time, of each of the staff members.
   c) Willingness and ability to complete the project within the time and budget constraints’, considering the firm’s current and projected workload.
   d) Resumes of academic training and employment history for each professional proposed for the project team.
   e) Evidence of possession of required licenses or business permits for each proposed professional of the project team.
   f) Evidence of any previous experience in projects of a similar nature-provide contact names and phone numbers along with project names and appropriate agency contacts.

6. Reporting capabilities – Give examples (or provide samples) of report analyses or report production and an explanation of how these assisted clients.

7. References – Provide at least three (3) references (preferably municipal governments or other governmental agencies of similar size in Florida for which your firm has provided services) to include:

   a) Name, Title
   b) Company
   c) Address
   d) Email Address
   e) Phone Number
8. A list of all lawsuits in which the firm has been named as a party in the past two (2) years.

9. Discuss proposer’s approach to meeting the City’s 15% minority goal and for maximizing the opportunity for local Riviera Beach businesses to participate in the contract.

Section V – EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

A. Mandatory Criteria (10 points)

The proposal adheres to the instructions in this RFP for preparation and submittal of a proposal and required information.

B. Quality and Extent of Experience Criteria (50 points)

The experience of the proposed firm or individual based on the following information:

1. Resumes for firm, individual and proposed project personnel.
2. Past experience in Palm Beach County with similar public construction projects.
3. The firm’s past experience and performance on comparable or higher complexity construction projects.

C. Approach Criteria (15 points)

The proposed firm’s or individual’s overall understanding of the scope of services, the project and how it intends to approach the project and address issues which typically arise in such projects.

D. Principal Office Location and Local Participation (15 points)

The proposed firm’s or individual’s approach to maximize utilization of local resources to provide the requested services including location of the firm’s or individual’s principal office and/or location of personnel proposed for the project.

E. Reporting Capabilities (10 points)

F. M/WBE Participation (15 points)

For all proposals: Font size for all proposals shall not be less than 10 pt. Maximum page size should be limited to 8-1/2” x 11”. Resumes should be limited to two pages.
A. Proposal submission

Proposals must be received at or before 32:300 p.m. local time on December 2015, 2011.

To be considered, proposals shall include one (1) unbound original and ten (10) copies of the proposal in a sealed envelope. The envelope shall clearly identify the proposing firm or individual's name, return address, project title and solicitation number.

Send completed proposals to the attention of the CRA at the following address:

City of Riviera Beach
Attention: Office of the City Clerk
Suite # 140
600 W. Blue Heron Blvd.
Riviera Beach, FL  33404

The CRA cautions Respondents to assure actual delivery and receipt of mailed or hand-delivered proposals to the Riviera Beach City Clerk at the address above, prior to the response deadline. The CRA will in no way be responsible for delays caused by any occurrence. Telephone confirmation of timely receipt of proposals may be made by calling (561) 845-4090, before proposal opening time. PROPOSALS DELIVERED AFTER THE ESTABLISHED DEADLINE WILL NOT BE CONSIDERED FOR AWARD.

The CRA will not accept or consider proposals submitted via facsimile or e-mail transmission.

Any Respondent who submits in its proposal to the CRA any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

B. Evaluation Process

RFQs are received and publicly opened. Only names of respondents are read at this time.

The selection process described below is subject to change at the discretion of the CRA. approval and may be changed as needed to accommodate CRA requirements or other matters in the sole discretion of the CRA.

1. The proposals will be evaluated by an evaluation committee based on the selection criteria in this RFP at a public meeting, where ranking of the proposals may occur unless interviews or further discussions are deemed necessary by the evaluation committee in its sole discretion.
2. The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in “Evaluation Criteria”.

3. The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon written proposal received.

4. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If CRA staff is not successful in competitive negotiations with the highest ranking finalist, CRA staff shall terminate negotiations with the highest ranking finalist and proceed to the next highest ranking finalist and so forth until CRA staff successful negotiates a contract with a ranked finalist.

5. The CRA Executive Director will submit a recommendation for approval by the CRA Board of Commissioners. The CRA Board may reject or accept staff’s recommendation to award.

6. The CRA Board will award a contract or reject any or all proposal(s).

7. Any contract resulting from this RFP will not necessarily be awarded to the party with the lowest fees. The contract shall be awarded to the proposer whose proposal best meets the needs of the CRA. The CRA reserves the right to negotiate the terms and conditions of the contract with the successful firm or individual to obtain the most advantageous situation for the CRA.

C. Schedule
The CRA shall use its best efforts to adhere to the following schedule in all actions concerning this RFP:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRA issues RFQ</td>
<td>November 2216, 2011</td>
</tr>
<tr>
<td>Non-Mandatory Pre-Submittal Meeting</td>
<td>December 0906, 2011</td>
</tr>
<tr>
<td>Final date for proposers to submit written questions</td>
<td>December 1308, 2011</td>
</tr>
<tr>
<td>Final date to issue addendum</td>
<td>December 1512, 2011</td>
</tr>
<tr>
<td>Proposals due at or before 2:00 pm local time</td>
<td>December 2015, 2011</td>
</tr>
<tr>
<td>Evaluation of Written Proposals</td>
<td>January 05, 2011</td>
</tr>
<tr>
<td>Presentations/Interviews to evaluation committee</td>
<td>January 17, 2011</td>
</tr>
</tbody>
</table>
CRA ranking        January    20, 2011

Competitive negotiations Approx. 30 Days from approval of ranking and authorization to negotiate.

The CRA may delay or modify scheduled event dates set forth above if it is to the advantage of the CRA to do so. The CRA will notify Respondents of all changes in scheduled due dates by posting any changes by Addendum.

D. Notice to Proposing Firms and Individuals

The CRA will post the evaluation committee’s recommendation and CRA ranking on its website at www.rbcra.com. The highest ranking finalist as determined by the CRA will be contacted directly by the CRA.

Section VII – Additional requirements and information

A. Non-Discrimination

The resulting contract with the CRA for the services requested in this RFP requires that the selected firm or individual comply with the City’s requirements for non-discrimination in employment. Any questions regarding said requirements should be directed to the Purchasing Director.

B. Inquiries

All firms or individuals interested in submitting a proposal shall examine all documents included in this RFP carefully and shall make a written request to the CRA for interpretation or correction of any ambiguity, inconsistency, or error herein. Any interpretation or correction will be issued as an Addendum by the CRA. Only a written interpretation or correction by Addendum shall be binding. Firms and individuals are cautioned against relying upon any interpretation or correction given by any other method.

All requests for interpretation, correction or other inquiries concerning this RFQ must be made in writing to:

Benjamin Guy, Purchasing Director
2391 Avenue “L”
Riviera Beach, FL 33404
Phone: (561) 845-4180
Fax: (561) 842-5105
If revisions or clarifications to this RFQ become necessary, the CRA will provide written Addenda posted on the website. All Addenda issued by the CRA will include a receipt form, which must be signed and included with any proposals submitted to the CRA. In the event multiple addenda are issued, a separate receipt for each Addendum must be included with the proposal at the time it is submitted to the CRA. It is the responsibility of each proposing firm or individual to closely monitor postings on the City’s website and make sure all Addenda are included with its proposal.

The CRA will not issue Addenda less than two (2) days prior to the scheduled deadline date and time for receiving proposals, unless said date is to be postponed.

C. Lobbying

Contact with the any CRA employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFQ shall be grounds for elimination from the selection process. This restriction includes lobbying any 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 proposal, qualifications or other response for this project, 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 has defined herein.

D. Proposal Disclosure

All proposals received shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The CRA reserves the right to use any and all information/material submitted in response to this RFP in a resulting contract. Disqualification of a Respondent does not eliminate this reserved right.

E. Reserved Rights of CRA
The CRA reserves the right to reject any and all proposals when such rejection is in the best interest of the CRA and to waive any irregularities or technicalities. The CRA also reserves the right to award the resulting contract to the firm or individual determined most responsive and responsible and best meeting its needs. The CRA also reserves the right to cancel this RFP at any time; to utilize a current or new employee of the CRA for these services; to solicit and re-advertise for other proposals; to award in part any proposal submitted in response to this RFP; and, to make an award to one or more firms and/or individuals.
F. 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 RFP.

G. Sworn Statement on Public Entity Crimes

Each proposing firm and individual shall, consistent with Section 287.133, Florida Statutes, execute the attached “Sworn Statement on Public Entity Crimes” (Exhibit A) upon submission of their proposal. By executing this sworn statement, the firm or individual is affirmatively stating that neither it nor an affiliate (as defined by the statute) has been convicted of a public entity crime and that it is not barred from entering into a contract with the City or CRA. The firm or individual further acknowledges that any misstatement or lack of compliance with the statute shall result in the awarded contract being null and void and/or subject to immediate termination by the CRA, and in the event of such termination, the CRA shall not incur any liability for any work or materials furnished by the firm or individual.

H. Code of Ethics

All proposing firms must disclose with their proposal the name of any officer, director, or agent who is an elected official, appointed official or an employee of the City or CRA. Further, all proposing firms must disclose the name of any elected official, appointed official or employee of the City or CRA who owns directly or indirectly, any interest in the firm or any of its branches. Such information shall be considered additional information to be submitted in the proposal.

If any proposing firm or individual violates or is a party to a violation of the code of ethics of the State of Florida with respect to their proposal, such firm or individual may be disqualified from providing the services described in this RFP and may be further disqualified from bidding on any future proposals for work, goods or services for the City or CRA.

I. Non-Collusion

By submitting and signing a proposal response, the proposing firms and individuals certify that their offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services and possible removal from the City’s and/or CRA’s Vendor/Bid List(s).
J. Subcontracting

Firms and individuals submitting proposals may subcontract portions of the engagement to subcontractors. If this is to be done, that fact, and the name of the proposed subcontractor, must be clearly identified in the proposal. Following award of a contract, no additional subcontracting or changes in subcontractors will be allowed without express prior written consent of the CRA after approval of the subcontractor's qualifications and experience.

K. Licenses

Proposing firms and individuals must be fully licensed and certified for the type of work to be performed in the State of Florida or Palm Beach County at the time of submittal of their response to this RFP. Should the firm or individual not be fully licensed and certified, its proposal shall be rejected.

L. Protest

All protests must comply with the City's protest procedures set forth in the City's Procurement Ordinance (2412). Failure to file a written protest to the CRA within the time prescribed constitutes a waiver of proceedings. It is the sole responsibility of any proposing firm or individual to ascertain the time of posting of a recommendation or award.

M. Insurance

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:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional liability/ Errors and Omissions</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 annual aggregate</td>
</tr>
<tr>
<td>Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent contractor, personal injury)</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 annual aggregate</td>
</tr>
<tr>
<td>Excess liability</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Automobile (owned, non-owned, &amp; hired)</td>
<td>$1,000,000 single limits</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>$ statutory limits</td>
</tr>
<tr>
<td>Including employer’s liability insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
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 City. 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 proposal and rescission of any resulting. Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing firm’s or individual’s proposal.

L. Background Screening

The selected firm (and its employees) or individual may be required by the CRA to perform a background screening as a condition of award.

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EXHIBIT A – PUBLIC ENTITY CRIME FORM FOLLOWS
EXHIBIT A

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)
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)

____________________      _______________________
SIGNATURE         DATE

____________________
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.
PROPOSER’S CERTIFICATION

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

I hereby propose to furnish the goods or services specified in this Request for Proposal at the prices or rates quoted. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City 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 agent and that the vendor / contractor is ready, willing and able to perform if awarded the proposal.

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; no officer, employee or agent of the CITY OF RIVIERA BEACH 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

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

____________________________
PRINTED NAME AND TITLE

____________________________
MAILING ADDRESS

MY COMMISSION EXPIRES: _________

____________________________
CITY, STATE, ZIP CODE

PERSONALLY KNOWN ________________

____________________________
TELEPHONE NUMBER

OR PRODUCED

____________________________
FAX NUMBER

IDENTIFICATION ________________

____________________________
TYPE: _____________________________
ADDENDUM ACKNOWLEDGEMENT PAGE

The undersigned acknowledges receipt of the following addenda to this Request for Proposals (indicate number and date of each):

Addendum No. _________ Dated _______________________
Addendum No. _________ Dated _______________________
Addendum No. _________ Dated _______________________
Addendum No. _________ Dated _______________________
Addendum No. _________ Dated _______________________

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

________________________________________________________________________
COMPANY

________________________________________________________________________
SIGNATURE

________________________________________________________________________
TITLE
SCHEDULE 1
PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

RFQ TITLE: _________________________________    RFQ NUMBER: __________________
NAME OF PRIME PROPOSER: _____________________________    RFQ OPENING DATE: ________________
CONTACT PERSON: _______________________ TELEPHONE NO.______________  DEPARTMENT: __________________________

**CONTRACT AMOUNT - MBE / WBE**

<table>
<thead>
<tr>
<th>NAME, ADDRESS &amp; TELEPHONE NUMBER OF MINORITY CONTRACTOR</th>
<th>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>OTHER</th>
<th>WOMEN</th>
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TOTAL: %     %     %     %     %

TO BE COMPLETED BY PRIME PROPOSER:

RFQ PRICE: $_______________  TOTAL % PARTICIPATION: ________________

SCH-1

RFQ #344-11 “Owner’s Representative Contract”
11/14/2011 11:17 AM  Page 23 of 24
LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO:
(NAME OF PRIME PROPOSER)

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

_____a 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):

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<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
</table>

at the following price: $__________________.
(amount must match subcontractor’s quote)

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

_______% 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 MINORITY CONTRACTOR)

DATE:_______________________        BY:____________________________________________________
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCH-2