The City of Riviera Beach Community Redevelopment Agency (CRA) invites qualified Public Relations and/or Marketing firms or individuals to provide public relations/marketing services for CRA projects.

This solicitation provides guidelines for submission and outlines the essential services desired for the engagement. Proposals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until 4:30 pm (EST) April 29, 2013.

Late submittals will not be accepted or considered.

This Public Solicitation document, including a scope of services, may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue “L”, Riviera Beach, FL 33404.

Additionally, the solicitation may be obtained by visiting the City’s website at www.rivierabch.com or the CRA website at http://www.rbcra.com/doing-business-with-rbcra/.

Responses shall be prepared, addressed and submitted in compliance with the instructions set forth in the solicitation documents. The City of 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.

PLEASE SUBMIT SEVEN (7) ORIGINAL COPIES AND TWO (2) CDS OF YOUR PROPOSAL.

PUBLISH:

Palm Beach Post April 7, 2013
City website www.rivierabch.com April 9, 2013
CRA website www.rbcra.com April 9, 2013
# TABLE OF CONTENTS

**Section**

**General Information:**  
Purpose and Scope  

**General Terms and Conditions**  
Procurement Schedule  

**Insurance Requirements:**  
Insurance Requirements  

**Proposal Evaluations Process:**  
Proposal Evaluations Process  

**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
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

1-1 BACKGROUND
The Riviera Beach Community Redevelopment Agency (“CRA”) is soliciting qualifications from firms to provide public relations and marketing services to assist the Agency in promoting its mission and objectives.

1-2 SCOPE
The CRA is at a critical crossroad in advancing its economic objectives. The Agency desires a public relations and marketing firm to help:

a. **Promote a Shared Vision** for the city’s economic position among a diverse population to gain civic pride about itself, our history and future.
   - Provide a multi-year proposed campaign for the CRA that addresses the objectives and goals in this Scope; this document should be based on your knowledge of the CRAs needs and the experience of your team
   - The proposed campaign will corresponds to the following 5-year budget (assume your fee is exclusive of the proposed budget):

<table>
<thead>
<tr>
<th>Riviera Beach CRA: 5-Year Marketing Budget (Oct 1 to September 30)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,000</td>
</tr>
</tbody>
</table>

b. **Advance the City’s Economic Strengths** by promoting a bold regional position that builds credibility with the public and helps to overcome negative perceptions about the city from external (outside municipal boundaries) audiences.

c. **Encourage Tenant Leasing at Targeted CRA Properties**: Encourage tenants to relocate to the CRA/City and secure business patronage at key sectors of commerce in the Agency’s redevelopment area with emphasis at Ocean Mall (FY 2013 – 2014, FY 2016 and beyond), Riviera Beach Marina (FY 2015 and beyond) and other key corridors where the CRA is heavily vested (Broadway and Old Dixie Highway in FY 2016 and beyond).

d. **Program Promotion – Special Events, Programs & Initiatives**: Strategically promote the Agency’s current and future programs, special events and initiatives to targeted audiences: For example Fiscal Year 2013 – 2015 program that would focus on Safety (reducing burglaries & larceny); and a Grant Incentive Program in Riviera Beach Heights.

e. **Communications and Marketing**: Engage the community by creating and managing communication programs and tools to include but not be limited to:
   - Updating the CRA website and producing content about the CRA programs for the City of Riviera Beach’s website.
   - Creating marketing promotions that ensure tenant leasing at the Ocean Mall and the City’s Municipal Marina.
   - Creating and managing our social media.
   - Creating and managing redevelopment project updates (Riviera Beach Heights).
   - Producing an annual report (due in March of each year) of CRA highlights and financial position.
   - Other actions as approved.

f. **Conflict Resolution and Crisis Communication**: Create communication plans to avert public conflicts and act decisively on threats to a safe environment and other actions that can tarnish the City’s image or impede the CRA’s mission and implement objectives as assigned (For Example: FY 2013 – Charter Amendment changes related to Marina and Spanish Courts usage).
g. **Professional Expertise Required:**
The lead firm and its sub-consultant team will have demonstrated capabilities in the following disciplines:

- Public Relations
- Newsletters and Copywriting
- Brochures and Pamphlets
- Conflict Management
- Crisis Communications
- Major Real Estate Project Marketing and Promotions
- Digital/Social Media Capabilities and Experience
- Experience Working with Community Redevelopment Agencies
- Experience Working with Small Neighborhood Nonprofits and Civic Groups
- Public Affairs
- Litigation Support
- Training

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
All submittals must be received by the City of Riviera Beach no later than 4:30 pm (EST) April 29, 2013 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 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):
   1. Company overview
   2. Name, address, and telephone number
   3. Principal company contact
   4. 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:
   1. 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).
   2. 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 highlights the similarities to this scope of work and/or unique complexity and challenges met by the specific work history. Matrix should follow this format:

<table>
<thead>
<tr>
<th>Projects Similar To The Scope of Project Contemplated within RFQ No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
</tr>
<tr>
<td>Government</td>
</tr>
<tr>
<td>Community Development Organizations</td>
</tr>
<tr>
<td>Community Redevelopment Agencies</td>
</tr>
</tbody>
</table>

3. 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, please provide a resume containing years of service with the firm, education, a brief description of completed projects similar to that contemplated herein, and six (6) client references relative to this scope of work.

4. **Indicate Past CRA/City RBCRA Experience and Type of Work**: Firms that report Marketing and/or Public Relations experience with the Riviera Beach CRA and/or the City of Riviera Beach over the last five (5) years will receive bonus points.
5. An explanation of the firm’s **approach and experience engaging safety perceptions for urban places and regional visitor destinations.**
6. Provide a clear list of all services provided by the firm
7. A **list of any adjudicated and open litigation** against your firm for the past three (3) years.
8. **Provide examples of past work product and type of work**
   g. Principal office location and local participation.
   h. **Required Forms and a valid copy of M/WBE Certifications**
   i. **Addenda**
   j. **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:

**City of Riviera Beach**  
**Office of the City Clerk**  
**600 West Blue Heron Boulevard, Suite 140**  
**Riviera Beach, FL 33404**

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

1-3 **INQUIRIES**

For additional information, qualified firms are encouraged to contact Pamela Daley, Senior Procurement Specialist, 8:30 a.m. to 5:00 p.m., Monday through Friday, at (561) 845-4180 or email pdaley@rivierabch.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 Qualifications 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/City reserves the right to reject any and all submittals when (1) such rejection is in the best interest of the CRA/City; or (2) if the submittal contains any irregularities; provided, however, that the CRA/City reserves the right to waive any minor irregularities and to accept the most responsive and responsible submittal. The CRA/City reserves the right to cancel this Request for Qualifications at any time and/or to solicit and re-advertise for other submittals. The CRA/City 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/City 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/City.

1-9 **EQUAL OPPORTUNITY REQUIREMENTS**

It is the policy of the CRA/City 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/City’s contracting and procurement programs. It is further the policy of the CRA/City 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/City Of Riviera Beach, 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/City 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 August 10, 2010, no entity filing a response to this RFQ shall through their principal, attorneys, or agents, contact the City Council/CRA Commission nor CITY/CRA Staff for the purposes of discussing any aspect of this RFQ for any possible decision on the RFQ; 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 CITY/CRA Staff. Any action in violation of this provision shall be cause for disqualification of this RFQ.
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/City 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/CITY employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFQ, shall be grounds for elimination from the selection process. This restriction includes lobbying any CRA/CITY employee, appointed official or elected official.**

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

By submitting a submittal, qualifications or other response for this RFQ, the firm or individual entity certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby CRA/City employees, appointed officials or elected officials has 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/City of Riviera Beach.

[ ] Yes, Others can purchase;
[ ] No, Only the CRA/City of Riviera Beach 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 RFQ submittal.
ADDENDA TO RFQ

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

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

REQUEST FOR ADDITIONAL INFORMATION

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

GRATUITY PROHIBITION

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

RIGHT OF WITHDRAWAL

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

EXCEPTIONS TO THE RFQ

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

RIGHT OF NEGOTIATION

The CRA/City of Riviera Beach 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 City of Riviera Beach/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.

DENIAL OF REIMBURSEMENT

The CRA/City of Riviera Beach 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 RFQ.
1-24 **SMALL BUSINESS ENTERPRISE (SBE)**

N/A to this solicitation.

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

A 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.

Permanent locations will be verified through proposers registration with the Florida Department of State.

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

The City/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 2014 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/City contract/project by maximizing their use of qualified MBEs in accordance with the City’s MBE Program.

The CRA/City 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.

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/City. 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. The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, 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 in non-cumulative
and is the percentage of points to be awarded to a submitter based on the total qualified business participation.

All proposed qualified businesses shall provide a letter of participation on its own letterhead and signed by the chief operating office stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed submittal packet and based on the FY 2014 budget outlined in the included Appendix.

1-29 PROPOSAL PROTEST COST AND FILING FEES

2. 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.

3. 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.

4. 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/City. If the protest is denied the filing fee shall be forfeited to the CRA/City in lieu of payment of costs incurred by the CRA/City.
INFORMATION
SECTION 2

2-1 PROCUREMENT SCHEDULE

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

- **April 7, 2013**: RFQ Available to Submitters
- **April 19, 2013**: Final Day to Submit Requests for Information
- **April 29, 2013**: Proposals Due no Later than 4:30 p.m.
- **TBD 2013**: Evaluation Committee Meeting & Selection
- **TBD 2013**: Oral Interview

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

The CRA/City of Riviera Beach reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a 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/City 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/City.
All questions concerning this Request For Qualification document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may submitted after the cut off for questions specified in Section 2-1, Procurement Schedule. All questions shall be submitted to:

Pamela Daley, Senior Procurement Specialist  
Purchasing Department  
2391 Avenue “L”  
Riviera Beach, FL 33404  
Pdaley@rivierabch.com Phone: 561-845-4180

Contacting other City/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 City Clerk’s 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. 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. 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 Director of Purchasing. Any change in the proposed team shall be requested in writing to the Director of Purchasing. 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 Qualifications-“Title Name” and number

The Submitter shall have a place of business for contact by the CRA/City 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/City.
INSURANCE REQUIREMENTS
SECTION 3

The successful firm or individual entering a resulting contract with the CRA/City 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</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>(Products/Completed Operations, Contractual, Insurance Broad Form Property, Independent Contractor, Personal Injury)</td>
<td>$1,000,000 Annual Aggregate</td>
</tr>
<tr>
<td>Automobile (Owned, Non-Owned, &amp; Hired)</td>
<td>$1,000,000 Single Limits</td>
</tr>
<tr>
<td>Worker’s Compensation, As Applicable</td>
<td>$1,000,000 Per Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease Each Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease Policy Limit</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Including Employer’s Liability Insurance</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
</tbody>
</table>

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/City, shall be furnished to the CRA/City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the CRA/City’s request. Such certificates of insurance will provide the CRA/City 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/City as an additional insured, and proof of such coverage shall be furnished to the CRA/City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than “excellent” by A.M. BEST, or as mutually agreed upon by the CRA/City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the CRA/City. The insurance requirements set forth herein may be modified by the CRA/City 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.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
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 Qualifications; 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 Purchasing Department. There shall be no communication between Evaluation Committee Members, their Staff, CRA/City 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/City of Riviera Beach reserves the right to reject any or all offers or to accept any offers which is in its best interest. The CRA/City also reserves the right to waive any informalities,
irregularities and technicalities in procedure.

The CRA/City of Riviera Beach reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a 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/City 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).
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:

### EVALUATION CATEGORIES

<table>
<thead>
<tr>
<th>EVALUATION CATEGORIES</th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Quality and Extent of Experience Criteria</strong> (50 points)</td>
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<tr>
<td>The experience of the proposed firm or individual based on the following information:</td>
<td></td>
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<tr>
<td>Resumes for firm, individual and proposed project personnel:</td>
<td></td>
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<tr>
<td>- <em>Firm's Location, Personnel &amp; Size:</em> emphasis on Project manager and key personnel assigned to engagement</td>
<td>25</td>
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<tr>
<td>Past experience with similar development projects: Does the submittal clearly demonstrate the following:</td>
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<tr>
<td>- <em>Firm's Government Experience:</em> emphasis on CRAs and DDAs –government economic development initiatives</td>
<td>25</td>
</tr>
<tr>
<td>- <em>Firm's Community Development Experience:</em> emphasis on not-for profit community development corporations (CDCs)</td>
<td></td>
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<tr>
<td><strong>Number of Similar Projects Listed:</strong></td>
<td></td>
</tr>
<tr>
<td>Five or more projects</td>
<td>Up to 10 Points</td>
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<tr>
<td>Four projects</td>
<td>Up to 8 Points</td>
</tr>
<tr>
<td>Three projects</td>
<td>Up to 6 Points</td>
</tr>
<tr>
<td>Two projects</td>
<td>Up to 4 Points</td>
</tr>
<tr>
<td>One project</td>
<td>Up to 2 Points</td>
</tr>
<tr>
<td><strong>2. Approach Criteria</strong> (65 points)</td>
<td></td>
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<tr>
<td>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.</td>
<td></td>
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<tr>
<td>Does the approach:</td>
<td></td>
</tr>
<tr>
<td>- Indicate past CRA/City Experience by including Work Product</td>
<td>20</td>
</tr>
<tr>
<td>- Include Work Product From Similar Projects (such as but not limited to-copies of social media feeds, collateral materials, press releases, communications and marketing plans and so on)</td>
<td>10</td>
</tr>
<tr>
<td>- Provide evidence of conflict resolution experience</td>
<td>10</td>
</tr>
<tr>
<td>- Provide a clear list of all services provided by the company</td>
<td>5</td>
</tr>
<tr>
<td>- Provide a clear marketing and communications plan geared to the needs of the CRA</td>
<td>20</td>
</tr>
<tr>
<td><strong>3. Location</strong> (10 points)</td>
<td></td>
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<tr>
<td>Within Riviera Beach\Within Palm Beach County</td>
<td>10</td>
</tr>
<tr>
<td>Within Florida</td>
<td>4</td>
</tr>
<tr>
<td>Outside Florida</td>
<td>2</td>
</tr>
<tr>
<td>Prime submitter’s corporate headquarters locations shall be the office for which points will be awarded.</td>
<td></td>
</tr>
<tr>
<td><strong>M/WBE</strong></td>
<td></td>
</tr>
<tr>
<td>M/WBE Owned</td>
<td></td>
</tr>
<tr>
<td>Meet or Exceeds 15% M/WBE participation</td>
<td>15</td>
</tr>
<tr>
<td>&lt; 15% participation</td>
<td>10</td>
</tr>
<tr>
<td>0</td>
<td></td>
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<tr>
<td><strong>TOTAL POSSIBLE POINTS for WRITTEN PROPOSAL</strong></td>
<td>125</td>
</tr>
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</table>
### SECTION 5

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonus Points: Total qualified MBE business participation as outlined in Ordinance No. 4010, Section 10-302</td>
<td>12.5</td>
</tr>
<tr>
<td><strong>POSSIBLE BONUS POINTS:</strong> Bonus points are only applicable to the written proposals. Bonus points will be added to the overall average score for the written proposal and used for shortlist determination.</td>
<td></td>
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<tr>
<td>Oral Interview Points</td>
<td>60</td>
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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

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
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_______________________________________________________________________________________
________________________________________________________________________________________*

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., RFQ 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

RFQ TITLE: _______________________________  RFQ NUMBER: _______

NAME OF PRIME BIDDER: ___________________  RFQ OPENING DATE: _______

CONTACT PERSON: ___________________  TELEPHONE NUMBER: __________  EMAIL: ____________________

<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

TOTAL PARTICIPATION: _____ %

TO BE COMPLETED BY PRIME PROPOSER: ________________  RFQ PRICE: __________

SIGNATURE: ___________________________________  TITLE: _________________________________

RFQ 390-13
LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: ________________________________

The undersigned intends to perform work in connection with the above RFQ 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)

DATE: _______________ BY: ________________________________

SIGNATURE OF CONTRACTOR
# SCHEDULE 3
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

**RFQ TITLE:** ________________________________  
**RFQ NUMBER:** __________

**NAME OF PRIME BIDDER:** ________________________________  
**RFQ OPENING DATE:** ________________

**CONTACT PERSON:**  
**TELEPHONE NUMBER:**  
**DEPARTMENT:**
  
__________________________________  
__________________________________  
__________________________________

<table>
<thead>
<tr>
<th>NAME, ADDRESS &amp; TELEPHONE NUMBER OF MINORITY CONTRACTOR</th>
<th>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>CERTIFICATION</th>
</tr>
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**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 RFQ 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:

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

NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR

DATE: ____________  BY: ____________________________

SIGNATURE OF CONTRACTOR
SCHEDULE 5
PARTICIPATION FOR LOCAL BUSINESS AS CONTRACTOR AT LEAST 25%

RFQ TITLE: ___________________________________________ RFQ NUMBER: __________

NAME OF PRIME BIDDER: ___________________________ RFQ OPENING DATE: ___________

CONTACT PERSON: _________________________________ TELEPHONE NUMBER: ____________
DEPARTMENT: ____________________________________

<table>
<thead>
<tr>
<th>NAME, ADDRESS &amp; TELEPHONE NUMBER OF MINORITY CONTRACTOR</th>
<th>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>% TO BE PERFORMED BY LOCAL BUSINESS</th>
<th>ESTIMATED DOLLAR VALUE</th>
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</table>

TOTAL: _____%

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 MINORITY/SMALL BUSINESS ENTERPRISE

TO:

The undersigned intends to perform work in connection with the above RFQ 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:

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

% 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)

DATE: _______________   BY: ______________________________________________________
SIGNATURE OF CONTRACTOR
APPENDIX