

ATTACHMENT A

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR PROPOSALS
FOR
MARINA VILLAGE PHASE II DEVELOPMENT



RFP NUMBER: RFP NO. CRA-2018-01

RFP TITLE: MARINA VILLAGE PHASE II DEVELOPMENT

Event	Date
Date RFP Issued	February 2, 2018
Due date for submittal of questions	April 20, 2018
RFP Due Date	May 11, 2018
Interview/Presentations held (IF NEEDED)	TBD
Proposed Ranking and Selection	June/July 2018

SOLICITATION CONTACT:

Andre' Lewis Project Manager
Riviera Beach Community Redevelopment Agency
Address: 2001 Broadway Riviera Beach FL 33404
Phone: (561) 844-3408 Email: alewis@rbkra.com

**Attachment A
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RBCRA – Marina Village Phase II RFP**

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**SECTION 1
PROPOSAL ENVELOPE**

All Proposals must be returned in a sealed box or envelope addressed to Riviera Beach Community Redevelopment Agency and shall contain on its face the following:

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

(Name of Proposer)

(Address of Proposer)

RFP #CRA2018-01
MARINA VILLAGE PHASE II DEVELOPMENT

DUE DATE/TIME:
05/11/2018 @ 3:30 PM

SECTION 2

PROPOSAL SUBMISSION

2.0 General Information

This solicitation provides guidelines for submission and outlines the essential services desired for the engagement. Submittals will be accepted at the **Riviera Beach CRA, Office 2001 Broadway Suite #300, Riviera Beach, FL 33404**, from **February 2, 2018 until May 11, 2018 until 3:30 pm (EST)**.

Late submittals will not be accepted or considered.

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

Additionally, solicitations may be obtained by visiting the CRA's web-site www.rbcra.com

No phone calls may be made related to this solicitation in accordance with the Cone of Silence. All inquiries shall be directed to Project Manager Andre' Lewis at alewis@rbcra.com.

Responses shall be prepared, addressed and submitted in compliance with the instructions set forth in the solicitation documents. The RBCRA reserves the right to reject any or all proposals, to waive all nonmaterial irregularities, to re-advertise, and to cancel any solicitation when it is the best interest of the RBCRA.

2.6 INTERPRETATIONS AND ADDENDA

2.6.1 All questions about the meaning or intent of the Contract Documents are to be directed to **Project Manager Andre' Lewis**. Interpretations or clarifications considered necessary by the RBCRA/City in response to such questions will be issued by Addenda and will be posted online. Questions received after the deadline for 'Questions and Answers' but before the closing date of the Solicitation may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.6.2 Addenda may also be issued to modify the Solicitation Documents as deemed advisable by RBCRA.

2.7 SOLICITATION FORMS

2.7.1. The Solicitation Forms is included with the Solicitation Documents; additional copies may be obtained online for from the RBCRA website www.rbcra.com

2.7.3 Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

2.7.4. Proposals by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Details of the Partnership must be provided.

2.7.5 All names must be typed or printed below the signature.

2.7.6 It is the responsibility of each Submitter to verify that he or she has received all Addenda issued before Proposals are submitted.

2.7.7 The address and telephone number for communications regarding the Proposal must be shown.

2.8 SUBMISSION OF PROPOSALS.

2.8.1 Proposals shall be submitted at the time and place indicated in the Advertisement or Solicitation and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Proposal is submitted) and name and address of the Submitter and accompanied by the Proposal security bond and other required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the "PROPOSAL ENVELOPE" LABEL WITH THE CLOSING DATE on the face of it.

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

2.8.3 Additionally, proposals received after the stated time and date will not be considered and will be returned unopened to the proposer.

2.8.4 The original document should consist of one original signature printed hard copy, bound with tabbed dividers separating each section. The original and hard copies shall not exceed seventy-five (75) pages, inclusive of any schedules, charts or other illustrations (*Appendix section does not count toward total page count*). Each page shall be numbered consecutively, and shall not exceed 8-1/2" x 11" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include any required responses specified in the solicitation. Additional digital copies and (12) twelve hard copies should be provide. In addition, a digital devices stated in the solicitation (CD, DVD, USB) in a (PDF format, and bookmarked to the same specifications as the hard copy) of the proposal submitted by the proposing firm. All sets will be clearly labeled with the Proposer's Name, Project Name on the outside of each binder/on each digital device label. If multiple proposals are being submitted, each must be packaged separately and presented as directed herein.

2.8.5 Following submittal of the Proposal, firms shall not add or substitute team members, including subconsultants, unless approved by the CRA Executive Director. Any change in the proposed team shall be requested in writing. 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.

2.8.6 Proposals and CD's shall be sealed within a container (box, envelope, package, etc.) and labeled (Proposal Envelope Label) in a prominent place on the exterior of the package as follows:

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404

(Name of Proposer)

(Address of Proposer)

RFP #CRA2018-01

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

2.9 MODIFICATION AND WITHDRAWAL OF PROPOSALS.

2.9.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the closing of the Solicitations.

2.10 RECEIVING OF PROPOSALS

2.10.1 Proposals will be listed on the RBCRA's website as indicated in the Solicitation.

2.10.2 When Proposals are received a tabulation of the firms names and address will be posted on the RBCRA's website.

2.10.3 When Proposals are reviewed and evaluated, a tabulation of the evaluation scores will be posted after the date of the evaluation.

2.11 PROPOSAL TO REMAIN SUBJECT TO ACCEPTANCE.

2.11.1 All proposals will remain subject to acceptance for 120 days after the closing date of the Solicitation, but RBCRA may, in its sole discretion, release any Proposal.

2.12 AWARD OF CONTRACT.

2.12.1 The CRA (RBCRA) reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Submitter, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, The CRA reserves the right to reject the Proposal of any Submitter if CRA believes that it would not be in the best interest of the Project to make and award to the Submitter, whether because the Proposal is not responsive or the Submitter is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by RBCRA. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

2.12.2 In evaluating Proposals, RBCRA will consider the qualifications of the Submitters, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Solicitation Form or prior to the Notice of Award.

2.12.3 RBCRA may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in The Supplementary Conditions (or as requested by RBCRA after the Proposals are received). RBCRA also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

2.12.4 RBCRA may conduct such investigations as RBCRA deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Submitters, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish

the Work in accordance with the Contract Documents to RBCRA's satisfaction within the prescribed time.

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

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

2.14 DISQUALIFICATION OF SUBMITTER

2.14.1 Submitter may be disqualified and its Proposal rejected for any of the following:

2.14.1.a Submitter does not meet Competency of Submitter and Reference requirements set forth herein.

2.14.1.b Reason to believe that collusion exists among or between Submitters

2.14.1.c Unbalanced Proposal; that is, Proposal in which in the prices proposed for some items are out of all proportion to those Proposals of others

2.14.1. d Submitter's uncompleted workload, which in the judgment of the RBCRA, may cause detrimental impact or impair the prompt completion of the Contract

2.14.1.e A determination by RBCRA of the Proposers lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.

2.14.1.f Substantial evidence of bad character or dishonesty

2.14.1.g Submitter involved in any current litigation with RBCRA

2.14.1.h Submitter has defaulted on any contract or is in arrears on any other contract

2.15 LICENSES, PERMITS AND CERTIFICATION

2.15.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida

2.15.2 A copy of any licenses shall be submitted with the Proposal and must be in the name of the vendor Shown on the Proposal submittal.

2.16 NON-COLLUSION

2.16.1 Submitter certifies that this Proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Proposal 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 with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Submitter from the vendor Proposal list(s).

2.17 CODE OF ETHICS

2.17.1 If any submitter violates or is party to a violation of the Code of Ethics of the RBCRA, City of Riviera Beach, Palm Beach County, and/or of the State of Florida with respect to the Solicitation, such Submitter may be disqualified from performing the work described in this Solicitation or from furnishing the goods or services for which this Proposal is submitted and may be further disqualified from submitting on any future Solicitations for work or for goods or services for the RBCRA.

2.18 CONFLICT OF INTEREST

2.18.1 The award is subject to any and all applicable conflict of interest provisions found in policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Submitters must complete the Conflict of Interest Form.

2.19 DRUG FREE WORKPLACE PROGRAMS

2.19.1 Preference may be given to businesses with Drug-Free Work Programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the RBCRA for the procurement of commodities or contractual services, a Proposal received from a business that completes the DFW Form certifying that it is a DFW may be given preference in the award process.

2.20 LEGAL REQUIREMENTS

2.20.1 Federal, State, County, City and RBCRA laws, ordinances, rules, codes, guidelines, directives, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Submitter shall in no way be a cause for relief from responsibility.

2.21 FLORIDA PUBLIC RECORDS ACT AND CONTRACT RBCRA OWNERSHIP

2.21.1 All material submitted regarding this Solicitation becomes the property of the RBCRA. Pursuant to sec. 119.07(1), Fla. Stat., sealed Proposals received by the RBCRA pursuant to a competitive solicitation are subject to disclosure when the RBCRA provides notice of an intended decision or until thirty (30) after opening of the Solicitation, whichever is earlier. If the RBCRA rejects all proposals submitted in response to a competitive solicitation and the RBCRA concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposals remain exempt from sec. 119.07(1), Fla. Stat., until such time as the RBCRA provides notice of an intended decision concerning the reissued competitive solicitation or until the RBCRA withdraws the reissued competitive solicitation. A Solicitation is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Proposals made by the RBCRA. Submitter should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the RBCRA. The RBCRA has the right to use any or all information/material submitted in response to this Solicitation and/or any resulting contract from the same. Disqualification of a Submitter does not eliminate this right.

2.21.2 Contractor shall comply with Florida's Public Records Laws and specifically agrees to:

2.21.2a Keep and maintain public records that ordinarily would be required by the RBCRA in order to perform the service.

- 2.21.2b Provide the public with access to public records on the same terms and conditions that the RBCRA would provide the records and at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 2.21.2c Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 2.21.2d Meet all requirements for retaining public records and transfer, at no cost, to the RBCRA all public records in possession of the awarded vendor upon termination of the contract. Document and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the RBCRA in a format that is compatible with the information technology systems of the RBCRA.

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**SECTION 3
GENERAL CONDITIONS**

3. INQUIRIES

For additional information, the RBCRA encourages qualified firms to contact Project Manager **Andre' Lewis**, 8:30 a.m. to 5:00 p.m., Monday through Friday, via email AT alewis@rbkra.com. **No phone inquiries will be accepted.**

3.1 PROPOSAL DISCLOSURE

3.1.1 Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to this Request for Statements of 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.

3.2 ACCEPTANCE OR REJECTION OF PROPOSALS

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

3.3.1 DEVELOPMENT COSTS

Neither the RBCRA 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.

3.4 PUBLIC ENTITY CRIME

3.4.1 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 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.5 CODE OF ETHICS

3.5.1 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 proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City.

3.6 EQUAL OPPORTUNITY REQUIREMENTS

3.6.1 It is the policy of the RBCRA to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the RBCRA's contracting and procurement programs. It is further the policy of the RBCRA 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.

3.7 CONTRACTUAL AGREEMENT

3.7.1 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.

3.8 INDEMNIFICATION

3.8.1 The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer 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 proposer shall provide the RBCRA with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

3.9 CONE OF SILENCE

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

3.10 NON-COLLUSION STATEMENT

3.10.1 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 RBCRA 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 RBCRA 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.

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

3.10.3 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.

3.11 LOBBYING

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

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

3.12 GOVERNMENTAL ENTITIES PURCHASE AGREEMENT

3.12.1 If awarded a contract, please indicate below if you will permit other governmental entities to purchase from your agreement with the RBCRA in your formal response.

3.13 CONTRACTUAL AGREEMENT

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

3.14 ADDENDA TO RFP

3.14.1 The RBCRA reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Project Manager (Andre' Lewis) prior to the RFP questions submittal deadline – April 20, 2018, to allow for review and subsequent clarification on the part of the RBCRA.

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

3.15 REQUEST FOR ADDITIONAL INFORMATION

3.15.1 Prior to the final selection, proposers may be required to submit additional information which the RBCRA may deem necessary to further evaluate the proposer's qualifications

3.16 GRATUITY PROHIBITION

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

3.17 **RIGHT OF WITHDRAWAL**

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

3.18 **EXCEPTIONS TO THE RFP**

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

3.19 **RIGHT OF NEGOTIATION**

3.19.1 The RBCRA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

3.19.2 **RIGHT OF REJECTION OF LOWEST FEE ESTIMATE:**

3.19.3 The RBCRA is under no obligation to award this project to the proposer having the lowest fee/highest return proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

3.20 **DENIAL OF REIMBURSEMENT**

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

3.22 **LOCAL DEFINITION:**

A *LOCAL business*, for the purposes of the RFP, means a Submitter or proposer or subconsultant /subcontractor which has a permanent, physical place of business within Palm Beach County. The preference is for a location within the limits of the City of Riviera Beach.

3.23 **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 noncurrent wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

3.24 **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

All proposers have an opportunity to increase their opportunity to be awarded a contract/project by maximizing their use of qualified MBEs.

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

The proposer shall seek to maximize its use of qualified MBEs.

All proposed qualified business 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 proposal packet.

3.25 PROTEST COST AND FILING FEES

Appeal to the RBCRA Executive Director / CRA Board of Commissioners. The written appeal to the Agency must be accompanied by a non-refundable filing fee in the form of a money order or cashier's check in the amount equal to \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor.

3.26 RIGHT TO AUDIT RECORDS

- a. Audit of Cost or Pricing Data: The RBCRA may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- b. Contract Audit: The RBCRA shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- c. Contractor Records: If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
- d. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and
- e. Requiring the contractor and subcontractor at any tier to provide to the RBCRA/City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining. Auditing and copying them.

END OF SECTION

SECTION 4.—ADDITIONAL INSTRUCTION TO SUBMITTERS

1. GENERAL TERMS AND CONDITIONS. It is the responsibility of the Proposer to become thoroughly familiar with the Proposal requirements, terms and conditions of this solicitation. Ignorance by the Proposer of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the RBCRA, or the compensation to be paid to the Proposer.
2. TAXES. The RBCRA/CITY of Riviera Beach is exempt from all Federal Excise and State taxes.
3. MISTAKES. Reference Section I of this Solicitation.
4. RBCRA'S RIGHT TO WAIVE OR REJECT PROPOSALS. Reference Section I of this Solicitation
5. INTERPRETATIONS. Reference Section I of this Solicitation.
6. LATE SUBMISSION. Reference Section I of this Solicitation
7. LEGAL REQUIREMENTS. Reference Section I of this Solicitation
8. PATENTS & ROYALTIES. The proposer shall indemnify and save harmless the City of Riviera Beach, Florida/RBCRA, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Riviera Beach, Florida/ RBCRA. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
9. OSHA. The proposer warrants to the RBCRA that any work, services, supplies, materials or equipment supplied pursuant to this Proposal shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the proposer.
10. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the RBCRA any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.
11. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
12. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
13. PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE. Proposal Bonds, when required, shall be submitted with the proposal in the amount specified in the Special Conditions. After acceptance of the proposal, the RBCRA/City will notify the successful proposer to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.
14. PROTEST. Reference Section 3 of this Solicitation.
15. CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS: Reference Section I of this Solicitation.
16. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the RBCRA.
17. LAWS, PERMITS AND REGULATIONS. Reference Section I of this Solicitation.
18. ELIMINATION FROM CONSIDERATION. This proposal shall not be awarded to any person or firm who is in arrears to the RBCRA/City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the RBCRA.
19. COLLUSION. Where two (2) or more related parties each submit a proposal or proposals for any contract, such proposals or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management

of such related parties in the preparation and submittal of such proposal or proposals. "Related parties" means proposer s or the principals Thereof which have a direct or indirect ownership interest in another proposer for the same contract, or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another proposer for the same contract. Proposal or proposals found to be collusive shall be rejected.

Proposers who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive proposal ding may be terminated for cause.

SECTION 5
REQUIRED FORMS

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

DRUG FREE WORKPLACE
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
CERTIFICATE OF TRUTH IN NEGOTIATIONS
AGREEMENT TO APPLICATION FEE

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

IT IS THE SUBMITTERS RESPONSIBILITY TO CONTACT THE RBCRA PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA AS REQUIRED.

Remainder of page left intentionally blank.

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

Remainder of page left intentionally blank.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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)

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TRUTH IN NEGOTIATIONS CERTIFICATE

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

_____ *

are accurate, complete, and current as of _____ **

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

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ ***

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

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

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

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**COMMUNITY REDEVELOPMENT AGENCY
FEE ACKNOWLEDGEMENT
FORM**



I _____ on the behalf of _____, acknowledge and agree to pay the Community Redevelopment Agency a review fee of Ten Thousand dollars (\$10,000), contingent on my firm being ranked the highest and most responsive proposer.

Note: If the proposer and the RBCRA do not complete the negotiations the funds will be returned no more than 45 days after formal notification from the Agency.

Print Name

Title

Signature

Date