



REQUEST FOR PROPOSALS (RFP) COVERSHEET

SOLICITATION NO.: 26-027

SOLICITATION TITLE: Property and Operations Management Services for CRA-Owned Restaurant Incubator Facilities

ISSUE DATE: Monday, June 22, 2026

QUESTIONS DEADLINE: Thursday, July 2, 2026 at 5:00pm

PROPOSAL DUE DATE: Thursday, July 23, 2026, at 2:00 PM EST

The Riviera Beach Community Redevelopment Agency (CRA) reserves the right to modify or alter the procurement schedule as needed.

**PROCUREMENT DEPARTMENT
CONTACT PERSON:** Glendora Williams, Senior Procurement Specialist

EMAIL ADDRESS: gwilliams@rivierabeach.org

The CRA reserves the right to cancel this RFP at any time and for any reason before the CRA Board awards a contract.

Responses must be received electronically ONLY via BidNet
(<https://www.bidnetdirect.com/florida/cityofrivierabeach>). Responses not received electronically
By the deadline will be rejected.

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ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT “A” – Offeror’s Required Forms

1. Offeror’s Checklist
2. Authorized Signatories - **REQUIRED**
3. Conflict of Interest Disclosure Form - **REQUIRED**
4. General Certifications (10 certifications – one signature page) - **REQUIRED**
5. Human Trafficking Affidavit (**Notarized**) - **REQUIRED**
6. Litigation Statement - **REQUIRED**
7. Public Entity Crimes Sworn Statement – (Notarized) - **REQUIRED**
8. Required References - **REQUIRED**

ATTACHMENT “B” - PRICE PROPOSAL FORM

ATTACHMENT “C” – SAMPLE STANDARD PROFESSIONAL SERVICES CONTRACT

ATTACHMENT “D” – LOCAL VENDOR PREFERENCE

I. ELECTRONIC PROPOSAL OPENING

All Request for Proposals solicited by the Riviera Beach Community Redevelopment Agency (CRA) will be opened electronically via Bidnet at the date and time indicated in the solicitation. This meeting will be conducted virtually via Microsoft Teams. Proposers may attend this meeting in real time on a computer, laptop, cell phone, or any other device with Wi-Fi access. Get the app now and be ready when your first meeting starts.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/276886437168851?p=WRklh7NIhNiISwCdTm>

Meeting ID: 276 886 437 168 851

Passcode: CE9Yn2dK

Dial in by phone

[+1 872-242-8933](tel:+18722428933), [97248146](tel:+197248146) United States, Chicago

[Find a local number](#)

Phone conference ID: 972 481 46#

Get the app now and be ready when your first meeting starts: <https://www.microsoft.com/en-us/microsoft-teams/download-app>

II. GENERAL INFORMATION

A. HISTORY AND BACKGROUND

The Riviera Beach Community Redevelopment Agency is a public entity established pursuant to Florida Statutes, Chapter 163, Part III, to eliminate slum and blight, stimulate economic development, and improve the quality of life within the CRA's designated redevelopment area. The CRA is at the heart of the dramatic transformations underway within its district. Formed in 1984 by the Riviera Beach CRA Board of Commissioners, the CRA provides funding for a wide scope of projects that incentivize economic growth through business attraction and retention; finances new and improved infrastructure for real estate projects; and generally, works to expand the tax base by creating a welcoming environment that eliminates blight and improves the perception of safety in an area.

The Agency's main mission is to guide the city's redevelopment efforts. This includes investing public funds in key infrastructure improvement projects that can act as catalysts for additional private funding and development, create jobs, and improve the quality of life for city residents.

In addition to capital investments, the CRA has also created and supported many programs that enhance daily life in Riviera Beach. These include renovations to Beach Park and revitalization of the city's marina to give families public access to the waterfront and its amenities; funding to not-for-profit organizations to build new homes, improve neighborhoods and provide services to area residents; the Clean and Safe Program, which provides resources to enhance the visual appeal and security of our communities; and our Business Services and Grant Incentives programs, which eliminates blight, attract and retain businesses in the area to help maintain the economic stability of the city.

The Riviera Beach Community Redevelopment Agency (CRA) currently administers various operational responsibilities associated with the management of its commercial properties, including lease administration, tenant relations, maintenance coordination, regulatory compliance, financial monitoring, and community

programming support. To enhance operational efficiency and ensure the facility is managed in accordance with industry best practices, the CRA is seeking a qualified firm to provide comprehensive property and operations management services. The selected firm will serve as an extension of CRA staff and will be responsible for the day-to-day management and oversight of the facility while supporting the CRA's economic development, asset preservation, and community activation objectives.

B. PURPOSE

The Riviera Beach Community Redevelopment Agency (CRA) is seeking a qualified and experienced firm to provide comprehensive property and operations management services for a CRA-owned facility. The selected firm will be responsible for overseeing day-to-day operations, lease and tenant administration, restaurant operator coordination, facility maintenance, financial management, regulatory compliance, vendor oversight, risk management, and reporting. The firm will work closely with CRA staff to ensure the property is professionally managed, maintained in a safe and operational condition, and operated in a manner that supports the CRA's economic development, redevelopment, and community activation objectives.

C. QUESTIONS

Prospective proposers are required to submit any questions related to this solicitation electronically through BidNet by the deadline specified within the solicitation documents. No other forms of submission will be accepted, and only those questions submitted via BidNet will be officially received and addressed. It is the sole responsibility of the proposer to adhere to this procedure when submitting inquiries.

Responses to all questions received within the designated solicitation period will be posted as an addendum on BidNet. Proposers are advised that failure to report any known or suspected issues or failure to seek clarification or correction of any aspect of the solicitation will be done at their own risk.

D. PROPOSAL SUBMISSION

Electronic Proposal responses shall be submitted via BidNet in response to this RFP, prior to the designated proposal due date and time indicated on the RFP Cover Page.

It will be the sole responsibility of the Proposer to become familiar with the scope of services, the CRA's requirements, and systems prior to submitting a proposal.

Late submittals and paper bid submittals will not be accepted or considered. BidNet Direct's platform will not accept late submittals.

E. ADDENDUMS AND INTERPRETATIONS

The CRA reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If an addendum is issued, the Proposer must follow the instructions and submit the required information and forms, or acknowledge the addendum, as instructed therein. It is the responsibility of all potential Proposers to monitor the solicitation for any changes in information prior to submitting their response.

No interpretations of the meaning of the plans, specifications, scope of work, or other contract documents will be made orally to any Proposer. Proposers must request such interpretation in writing as instructed in the RFP

solicitation package. To be considered, such a request must be received by the Questions and Answers deadline as indicated on the RFP Cover Page and on BidNet. Questions received after this time will NOT be answered.

F. REQUIRED LICENSING

In order to be deemed responsive and responsible to this solicitation, the Proposer must be registered to do business in the State of Florida and possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein.

THE CONTRACTOR MUST POSSESS BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES, AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION.

Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and non-responsible determination.

Required licenses and certifications will consist of the following, but are not limited to:

- Florida Certificate of Good Standing
- Florida Real Estate Broker License
- Certified Property Manager (Preferred)
- Accredited Commercial Manager (Preferred)
- Real Property Administrator (Preferred)
- Certified Commercial Investment Member (Preferred)

G. CONTRACT PERIOD

The CRA anticipates awarding a contract for an initial term of three (3) years, with two (2) optional one-year renewal periods, subject to satisfactory performance and the CRA's needs.

H. STANDARD CONTRACT PROVISIONS

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Attachment C). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, no later than the proposal due date specified in the RFP Timetable.

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer and the CRA be unable to consummate a written contract, the CRA may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

I. CONE OF SILENCE

Section 2-166 (Cone of Silence) of the City Code of Ordinances, prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any CRA Board of Commissioners person or legislative staff, or any CRA employee authorized to act on behalf of the Council to award a contract under this solicitation.

The Cone of Silence shall be in effect as of the deadline to submit the proposal, bids, or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during public meetings, presentations to the CRA Board, and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, Board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Cone of Silence shall terminate at the time the Board awards or approves a contract, rejects all bids or responses, or otherwise acts, which ends the solicitation process.

Any Contract entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

Penalties for violation of the Cone of Silence shall be applied per [Section 2- 168 \(Penalties\)](#) of the City Code of Ordinances.

J. ACCEPTANCE OF PROPOSALS

The CRA reserves the right to accept or reject any and all proposals, in whole or in part, when such action is deemed to be in the best interest of the CRA, and to determine, in its sole discretion, whether a proposal is responsive, whether a Proposer is responsible, and whether a proposal is in full compliance with all requirements of this Request for Proposals and applicable provisions of the City's Code of Ordinances, including Chapter 16.5.

The CRA reserves the right to reject any proposal that fails to conform to the material requirements of this solicitation; that is, conditional, incomplete, ambiguous, or nonconforming; or that contains any deviations from the solicitation requirements that, in the CRA's sole judgment, affect the price, scope, quality, delivery, or integrity of the competitive solicitation process.

For purposes of this solicitation, determinations of responsiveness and responsibility shall be made in accordance with the standards and criteria set forth in this Request for Proposals and in the CRA's procurement regulations, including, but not limited to, those provisions governing bidder/proposer responsibility, qualifications, performance capability, financial capacity, and compliance history, as referenced elsewhere in this solicitation.

The CRA further reserves the right to cancel this solicitation or to reissue this Request for Proposals at any time, in its sole discretion, when such action is determined to be in the best interest of the CRA.

The CRA also reserves the right to disqualify any Proposer at any phase of the competitive solicitation process and to terminate for cause any resulting contract upon evidence of collusion with intent to defraud, misrepresentation, false statements, or other illegal or unethical practices on the part of the Proposer.

K. CHANGES AND ALTERATIONS

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

L. MATERIAL MODIFICATIONS / ALTERATIONS

Material modification and/or alterations to the verbiage or documents herein made by the Offeror are expressly prohibited and are not enforceable. Modifications and/or alterations may render the proposal submission void and bar the Offeror from consideration in connection with this solicitation.

M. TRANSACTION FEES

The CRA uses BidNet to distribute bids and proposals. There is no charge to register and participate in the solicitation process, nor will any fees be charged to the awarded Proposer.

III. SCOPE OF WORK

A. INTRODUCTION

The Riviera Beach Community Redevelopment Agency (RBCRA) is seeking proposals from qualified firms to provide professional property and operations management services for CRA-owned restaurant facilities, including incubator spaces and tenant-occupied restaurant locations.

These facilities are part of the CRA's broader economic development and small business incubation strategy, designed to support local entrepreneurship, activate commercial corridors, and deliver community benefits.

The selected firm will serve as the CRA's representative for day-to-day management, oversight, and coordination of the facility and its tenant(s). The selected firm will not operate the restaurant, but will be responsible for ensuring that operations align with lease requirements, CRA objectives, and applicable regulations.

B. SCOPE OF SERVICES

The selected firm shall provide comprehensive property and operations management services, including but not limited to the following:

C. LEASE AND TENANT MANAGEMENT

- Administer and enforce tenant lease agreement(s).
- Maintain all tenant records, including leases, amendments, insurance certificates, and compliance documentation.
- Monitor lease terms, including rent escalations, renewal dates, and expiration timelines.
- Serve as the primary point of contact for tenant communications, service requests, and operational issues.
- Coordinate tenant onboarding, including orientation to facility rules, procedures, and CRA expectations.
- Support CRA staff in lease enforcement actions, as needed.

D. RESTAURANT OPERATOR COORDINATION AND OVERSIGHT

- Act as the primary liaison between the CRA and the restaurant operator.
- Monitor operator compliance with lease terms and operational requirements, including:
 - Hours of operation

- Use of premises
- Maintenance obligations
- Coordinate pre-opening activities, including inspections, readiness reviews, and opening logistics.
- Monitor ongoing operational performance and identify issues requiring CRA attention.
- Escalate non-compliance or performance concerns to CRA staff with recommended corrective actions.
- Support alignment of restaurant operations with CRA economic development and community goals.

E. RENT COLLECTION AND FINANCIAL MANAGEMENT

- Collect rent, fees, and other charges in accordance with lease agreements.
- Monitor tenant accounts and track receivables.
- Notify CRA of delinquencies and coordinate appropriate follow-up actions.
- Maintain accurate financial records related to property operations.
- Prepare and submit monthly financial reports, including:
 - Rent roll
 - Accounts receivable aging
 - Revenue summaries
- Assist CRA with annual operating budget preparation and financial forecasting.
- Provide recommendations for cost control and operational efficiency.

F. FACILITY OPERATIONS AND MAINTENANCE

- Conduct routine inspections of all facilities, including kitchen areas and common spaces.
- Develop and implement a preventative maintenance program.
- Coordinate maintenance and repairs in a timely and cost-effective manner.
- Maintain a log of all maintenance activities and service requests.
- Oversee service contracts including:
 - Janitorial services
 - Waste removal
 - Pest control
 - Equipment servicing
- Coordinate emergency repairs and ensure timely resolution of urgent issues.
- Ensure facilities remain safe, clean, and fully operational.

G. CAPITAL ASSET AND LIFECYCLE MANAGEMENT

- Maintain an inventory of major building systems and equipment.
- Track warranties, service schedules, and asset conditions.
- Provide recommendations to the CRA for long-term asset preservation and cost planning.

H. REGULATORY AND OPERATIONAL COMPLIANCE

- Monitor tenant compliance with all applicable local, state, and federal regulations.
- Coordinate with regulatory agencies, including but not limited to:
 - Health Department
 - Fire Department
 - Building Department
- Ensure all required permits, licenses, and certifications are maintained and current.

- Monitor compliance with restaurant-specific requirements, including:
 - Health inspections
 - Food safety standards
 - Grease trap and ventilation system maintenance
- Maintain document of inspections and compliance records.

I. VENDOR AND CONTRACTOR MANAGEMENT

- Coordinate vendors and service providers using CRA-approved procurement procedures.
- Ensure all vendors maintain proper licensing and insurance.
- Obtain quotes and manage competitive pricing where required.
- Oversee contractor performance and verify completion of work.
- Maintain records of vendor contracts and service agreements.

J. ACTIVATION AND PROGRAMMING SUPPORT

- Support CRA-led programming and activation efforts with the facility.
- Coordinate with CRA staff on special projects, workshops, and community activities.
- Assist in facilitating temporary uses such as pop-ups or community programs.
- Support efforts to enhance visibility, foot traffic, and community engagement.

K. RISK MANAGEMENT AND INSURANCE OVERSIGHT

- Monitor tenant insurance compliance in accordance with lease requirements.
- Maintain records of insurance certificates and coverage.
- Document and report incidents occurring on-site.
- Coordinate with CRA staff on claims and risk-related matters.
- Promote safe operating conditions and risk mitigation practices.

L. REPORTING AND COMMUNICATION

- Provide monthly reports including:
 - Financial summaries
 - Maintenance and operations updates
 - Tenant status and compliance
- Provide quarterly performance reports focused on incubator outcomes.
- Maintain regular communication with CRA staff.
- Attend meetings with CRA staff and/or Board as requested.
- Provide timely updates on any significant operational issues.

M. AUTHORITY AND DECISION-MAKING

The selected firm shall operate under the direction of the CRA and within clearly defined authority limits.

- The firm may:
 - Coordinate routine maintenance and minor repairs
 - Manage day-to-day tenant communications
- The firm shall not:

- Modify lease terms
- Approve major expenditures beyond established thresholds
- Take enforcement or legal action without CRA authorization

All major decisions shall require prior approval from the CRA.

N. PERFORMANCE STANDARDS

The selected firm shall:

- Respond promptly to tenant and CRA inquiries.
- Maintain accurate and complete records.
- Proactively identify and address operational issues.
- Ensure compliance with all applicable requirements.
- Represent the CRA in a professional and responsive manner.
- Deliver services in alignment with CRA economic development objectives.

O. MINIMUM QUALIFICATIONS

Proposing firms must demonstrate:

- Experience in commercial property management.
- Experience in managing restaurant, retail, or food-service facilities (preferred).
- Knowledge of lease administration and tenant relations.
- Experience coordinating maintenance and vendor services.
- Familiarity with regulatory requirements related to food service operations.
- Strong organizational, financial reporting, and communication capabilities.

P. COORDINATION WITH CRA STAFF

The selected form will work closely with designated CRA staff to ensure that all operations support the Agency's redevelopment, economic development, and community activation goals.

IV. PROPOSAL REQUIREMENTS

A. PROPOSAL FORMAT

Each Proposer must submit a complete and thorough response to all items outlined in the Evaluation Criteria and must fully comply with all applicable requirements of this Solicitation. Proposers shall utilize and submit any required or applicable forms provided by the CRA as part of their proposal. Failure to use the designated forms may result in the proposal being deemed non-responsive and rejected. Misinterpretation of, or failure to follow, any instructions may also result in rejection of the proposal. These instructions carry the same weight as the Scope of Work and Specifications, and strict adherence to all provisions is required.

Each Proposer is solely responsible for ensuring full compliance with all applicable laws, regulations, and rules.

All prices submitted on the Price Proposal Form must be all-inclusive and represent full compensation. Proposers are responsible for properly evaluating all cost factors before submitting a proposal. No additional compensation will be provided for any failure to account for such factors.

The complete proposal, including all required documents and authorized signatures, must be received by the deadline indicated on the RFP Cover Page. Proposals must be submitted in PDF format and uploaded to BidNet prior to the stated deadline.

B. PROPOSAL INSTRUCTIONS

Electronic proposal responses must be submitted via BidNet in **searchable PDF format** prior to the proposal due date and time specified in this Solicitation.

NOTE: If any portion of your response is believed to be exempt from disclosure under public records laws, that portion must be submitted in a separate electronic PDF file. The file must be clearly labeled **“PUBLIC RECORDS EXEMPT”** in accordance with the City’s Procurement Code. A brief explanation must accompany the file, stating the legal basis for the claimed exemption.

To the extent permitted by law, all documents related to this Solicitation will remain confidential until an award has been made, if any. All proposal submissions become the property of the CRA and will not be returned.

All responses must be signed by an individual authorized to bind the Proposer to the terms of this Solicitation. Proof of such authorization must be included in the proposal submission in the form of a signed letter or other appropriate documentation. Additionally, all information and documentation required by this Solicitation—or as otherwise requested by the CRA—must be provided.

C. MISTAKES

The Proposer shall carefully examine this RFP. The submission of a Proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Contract.

D. RESPONSIBILITY

In order to be considered as a responsible firm, the firm shall be fully capable of meeting all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

E. RESPONSIVENESS

In order to be considered responsive to the solicitation, the firm’s proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

F. REQUIRED ATTACHMENTS

All required attachments provided in Attachment “A” – Offeror’s Required Forms must be complete, signed, and included in your proposal submittal.

- Failure to sign and return will result in a non-responsive decision.

By signing its RFP, the Proposer certifies that its proposal is made independently and free from collusion. **Proposals must include all of the required documents, each completed, signed, and/or notarized as required.** Failure to provide any of the required documents will render the proposal non-responsive.

G. TECHNICAL PROPOSAL

This section contains the detailed technical requirements and related services for this solicitation. All the items described in this section are service levels and/or terms and conditions that the CRA expects the selected supplier to satisfy. Each proposer must indicate its willingness and ability to satisfy these requirements in the appropriate section.

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that demonstrates its overall understanding of the CRA's objectives and the services required under this solicitation. The Executive Summary should summarize the Proposer's qualifications, approach to providing services, understanding of the restaurant incubator concept, and ability to support the CRA's economic development goals.

Evaluation Considerations:

- Demonstrated understanding of the CRA's objectives.
- Understanding of the restaurant incubator and commercial property management environment.
- Clarity, completeness, and overall quality of the proposal.
- Ability to articulate value-added services and benefits to the CRA.

2. EXPERIENCE, QUALIFICATIONS, AND BACKGROUND OF FIRM

The Proposer shall demonstrate its experience providing commercial property management and operations management services for similar facilities. Preference will be given to firms with experience managing restaurant, retail, mixed-use, incubator, or other tenant-occupied commercial facilities.

Evaluation Considerations:

- Experience providing commercial property management services.
- Experience administering leases and managing tenant relationships.
- Experience overseeing facility maintenance and vendor coordination.
- Experience providing financial reporting, rent collection, and operational oversight.
- Experience supporting economic development, business incubation, or community-focused projects.
- Overall qualifications, stability, and capacity of the firm.

3. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

The Proposer shall identify the key personnel assigned to this project and provide resumes, certifications, licenses, and relevant experience.

Evaluation Considerations:

- Relevant experience of the proposed Project Manager.

- Experience of personnel responsible for lease administration and tenant management.
- Experience of personnel responsible for facility operations and maintenance oversight.
- Relevant professional certifications, licenses, and credentials.
- Availability and capacity of assigned personnel.
- Demonstrated experience working on projects of similar size and complexity.

4. PROJECT APPROACH / UNDERSTANDING

The Proposer shall describe its approach to delivering the services identified in the Scope of Services, including lease administration, tenant management, financial management, facility operations, regulatory compliance, vendor management, reporting, and communication.

Evaluation Considerations:

- Demonstrated understanding of the Scope of Services.
- Approach to tenant relations and lease compliance monitoring.
- Approach to rent collection, financial reporting, and recordkeeping.
- Approach to facility inspections, maintenance coordination, and asset management.
- Approach to regulatory compliance and risk management.
- Communication, reporting, and responsiveness protocols.
- Ability to identify and resolve operational issues proactively.
- Innovative strategies that support CRA economic development **and community activation goals.**

5. REFERENCES

Proposers shall submit a minimum of three (3) professional references for property and operations management services within the past five (5) years that are similar in size, scope, and complexity to the services requested in this solicitation. References should preferably include engagements performed for local governments or public sector entities.

Each reference shall include, at a minimum, the following information:

- Name of the organization
- Contact person name and title
- Telephone number and email address
- Description of the services provided
- Engagement period and completion date
- Dollar value of the engagement

The CRA reserves the right to contact any references provided and to obtain additional information from other sources to verify the Proposer's qualifications, experience, and performance history. Failure to provide complete and verifiable references will result in the proposal being deemed non-responsive.

Note: Do not include the CRA work or staff as references to demonstrate your capabilities. Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

6. PRICE PROPOSAL: (SEE ATTACHMENT "B" PRICE PROPOSAL FORM)

Price Proposals shall be submitted "electronically", uploaded as a separate document, and labeled as "Price Proposal". Price proposals will not be the sole or predominant factor. Negotiations may occur with the top-

ranked, most qualified firm. The Price Proposal shall include all direct and indirect costs associated with performing the services (e.g., out-of-pocket expenses, miscellaneous office supplies, etc.) for each term of the agreement, including renewal options. Price proposals will not be opened until the scheduled Evaluation Committee Meeting. Only the price proposals of the proposers meeting the seventy percent (70%) requirement will be opened.

The criteria for price evaluation shall be based upon the following formula: $(\text{Low Price} / \text{Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}$.

7. REQUIRED FORMS/ATTACHMENTS:

Please make sure all of the forms provided in Attachment "A" – Offeror's Required Forms are complete, signed, notarized (if applicable), and included in your Request for Proposals submittal.

V. EVALUATION PROCESS

A. EVALUATION PROCESS

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. The substance of the proposals will carry more weight than their form or manner of presentation.

The procedure for response evaluation and selection is as follows:

1. Preliminary review of the Proposals by the Procurement staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
2. The Evaluation Committee, shall meet to evaluate each responsive proposal in accordance with the requirements of the RFP. At the committee's option, the Proposers may be required to attend a presentation and/or interview session.
 - a. Oral presentations are to support what has been provided in the proposals by each Firm and
 - b. to exhibit and otherwise demonstrate and clarify and expand on the information contained therein
 - c. The CRA reserves the right, to request additional information and clarification from Proposers.
3. The Evaluation Committee shall make a recommendation.
4. The CRA Executive Director may submit a recommended firm or "shortlist" of a combination of to the CRA Board of Commissioners, and may require presentations by the highest ranked firms to the CRA Board of Commissioners.
5. If the CRA is unsuccessful in negotiating a Contract with the highest ranked firm, the CRA will attempt to negotiate a Contract with the next highest ranked firm.

In general, the CRA wishes to avoid the expense to the CRA and to Proposers of unnecessary oral interviews. Therefore, the CRA will make every reasonable effort to achieve the ranking using written submittals alone. If oral presentations/interviews are scheduled with the Firm(s), the oral presentations are exempted from the public meeting requirements of [S. 286.011 F.S.](#), however will be recorded for public record purposes in accordance with [Sec. 119.07\(1\) F.S.](#) as amended.

B. EVALUATION CRITERIA:

Proposals will be evaluated based on the criteria outlined below. Each proposal will be reviewed and scored by the Evaluation Committee using the following Proposal Evaluation Rubric.

1.	COMPLETE AND RESPONSIVE PROPOSAL FORMS	Pass / Fail
2.	EXPERIENCE, QUALIFICATIONS, AND BACKGROUND OF FIRM	35%
3.	QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	30%
4.	PROJECT APPROACH AND UNDERSTANDING	25%
5.	LOCAL VENDOR PREFERENCE	5%
6.	PRICE PROPOSAL	5%
	TOTAL	100%

*See VI. Solicitation Terms and Conditions, QQ. Local Vendor Preference

VI. SOLICITATION TERMS AND CONDITIONS

The following instructions are given to guide Proposers in properly preparing their responses. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

A. ASSIGNMENT, SUBCONTRACT CONSULTANT

Consultant shall not transfer, convey, pledge, subcontract, or assign the performance required by this solicitation without the prior written consent of the Director of Procurement. Any award issued pursuant to this solicitation and the monies, which may become due hereunder, are not assignable, transferable, or otherwise disposable except with the prior written consent of the Director of Procurement.

B. AWARD

A Contract may be awarded by the CRA Board of Commissioners. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Consultant, at the sole and absolute discretion of the City.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until the Request for Proposals is reviewed, accepted by appointed staff, the best Request for Proposals has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

This RFP and the Proposer's submittal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, the original Terms and Conditions, and the Proposer's response. Any and all legal action necessary to enforce the award will be held in Palm Beach County, and the contractual obligations will be interpreted according to the laws of Florida.

C. CITY RIGHTS

The City reserves the right to postpone selection for its own convenience, or to amend, modify or withdraw this RFP at any time and to reject any and all submittals without indicating any reason for such rejection, or to waive immaterial defects and minor informalities or remedy technical errors in responses to the RFP, and to select the Request for Proposal or portions thereof and the Proposer(s) that, in the City's sole discretion, are determined to be in the best interests of the City.

The City further reserves the right, without limitation to:

- a) Require supplemental information from any responding Proposer.
- b) Cancel, in whole or in part, this RFP and negotiate with one or more of the Proposers if the City, in its sole discretion, deems it is in the City's best interests to do so.

The City may exercise any of the foregoing at any time without notice to any party and without liability to any responding Proposer or to any other party for its costs or expenses incurred in connection with this RFP or otherwise. Submittals and responses to this RFP will be prepared at the sole cost and expense of the Proposer. Submittals and other materials submitted will not be returned.

All submittals are subject to Florida Public Records Laws. If a submittal includes proprietary information exempt from public disclosure, it should be clearly designated as such so that a claim of exemption may be made in response to a public disclosure request. No assurance can be given, however, that any information so designated would not ultimately be deemed subject to public disclosure.

The City reserves the sole right and privilege to judge the responses to this RFP of the Proposers based on the evaluation criteria, and to accept a submittal or to reject any or all submittals.

D. CODE REQUIREMENTS

The Consultant and his or her subconsultants on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Consultant shall ask for and receive any required inspections.

E. COMMERCIAL NON-DISCRIMINATION POLICY

It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Consultants, suppliers, subconsultants or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Consultant's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

F. CONE OF SILENCE

To ensure the fair evaluation of proposals/bids, communication initiated by offerors is prohibited from the time responses are opened until the final decision has been made. [Sec. 2-166. - Cone of silence.](#)

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

G. CONFLICT OF INTEREST

All Proposers MUST disclose with their Request for Proposals the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries.

H. CONTINGENCY FEES

By submission of this solicitation response, Proposer certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona fide employee working solely for the Proposer to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Proposer.

I. CONTRACT COORDINATOR:

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Consultant
- Coordinate and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of the Consultant's performance
- Schedule and conduct Consultant performance evaluations and document findings
- Review and approve for payment all invoices for work performed or items delivered

J. CONSULTANT PERFORMANCE REVIEWS AND RATINGS:

The City Contract Administrator may develop a Consultant's performance evaluation report. This report shall be used to periodically review and rate the Consultant's performance under the contract with performance rating as follows:

- Excellent - Far exceeds requirements
- Good - Exceeds requirements
- Fair - Meets requirements
- Poor - Does not meet all requirements, and the Consultant is subject to penalty provisions under the contract
- Non-Compliance - Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements

This rating makes the Consultant subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Consultant shall be provided with a copy of the report, and may respond in writing if they take exception to the report or wish to comment on the report. Consultant, performance reviews, and subsequent reports will be used in determining the suitability of the contract extension

K. CONTRACT PERIOD

A contract(s) shall be negotiated with the successful Proposer. The initial term of the contract shall be for three (3) years. At the option of the City, the City Manager shall have the authority to renew the Contract for two (2) one-year renewal options.

The City of Riviera Beach acknowledges the fluctuating nature of prices for items and services specified in this solicitation for the renewal period(s). All requests for price adjustments must be submitted in writing to the Director of Procurement or designee, with substantial documentation, including but not limited to applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the US Department of Labor, and any other documentation supporting the request for price adjustment. The requested price adjustment shall not exceed

the published CPI rate. All price increase(s) and decrease(s) shall become effective only upon approval, in writing, by the Director of Procurement. Price increases shall not be retroactive. Moreover, if mutually agreed upon, the price adjustment(s) shall be valid for the next contract/renewal term period and are subject to audit as to the validity/accuracy at any time by City personnel.

L. SBE PARTICIPATION

Consistent with the City's procurement code, [DIVISION 2. - SMALL BUSINESS ENTERPRISE PARTICIPATION GOAL](#), Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% SBE participation. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

M. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Consultant and shall be repaired and/or replaced at no additional cost to the City.

N. DEBARRED OR SUSPENDED PROPOSERS

The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subconsultants are presently debarred or suspended by any state, local, or federal department or agency.

O. DRUG-FREE WORKPLACE

Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids that are equal with respect to price, quality, and service are received by the CITY for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

P. DUN & BRADSTREET REPORT REQUIREMENT

The City may review the Consultant's rating and payment performance to assist in determining the Consultant(s) responsibility when being evaluated for a contract award.

Q. EQUAL EMPLOYMENT OPPORTUNITY

No Consultant shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin, sexual orientation (including but not limited to City Code, Section 10-51, and 16.5-101), marital status, political affiliation, disability, or physical or mental handicap if qualified. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Consultant selected to perform work on a City project must include the foregoing or similar language in its contracts with any subconsultants or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subconsultants, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply

with the above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the City deems appropriate.

R. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed that would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Proposer to notify the CITY at once. The CITY reserves the right to accept the alteration or to cancel the contract at no expense to the CITY.

S. INDEPENDENT CONSULTANT RELATIONSHIP

The successful Proposer is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Consultant and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Proposer's sole direction, supervision, and control. The successful Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the successful Proposer's relationship, and the relationship of its employees, to the City shall be that of an Independent Consultant and not as employees or agents of the City.

T. INCONSISTENCIES

Any seeming inconsistency between different provisions of the plans, specifications, bid, contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the date and time set for opening bid responses. After bid responses are opened, the Proposer shall abide by the decision of the CITY as to such interpretation

U. INDEMNIFICATION

The Consultant shall indemnify and save harmless and defend the City, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

The Consultant further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Consultant not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the Consultant to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's, option, any and all claims of liability and all suits and actions of every name and description, which may be brought against the City, whether performed by Consultant, or persons employed or utilized by Consultant.

V. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City.

W. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach City, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Consultant and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

X. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County, and local laws, bids and ordinances, rules and regulations, and any City rules that are applicable to the items being bid. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

Y. LOBBYING ACTIVITIES

ALL CONSULTANTS PLEASE NOTE: Any Consultant submitting a response to this solicitation must comply, if applicable, with the CITY'S Lobbying Ordinance, and provided in Chapter 2.164 of the City Code of Ordinance. Copies of the Ordinance may be obtained from the Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida, 33404. The ordinance may also be viewed on the City's website at: https://library.municode.com/fl/riviera_beach/codes/code_of_ordinances.

Z. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS

All Consultant(s) maintaining a business address within the City of Riviera Beach must have a current City of Riviera Beach Local Business Tax Receipt and certificate of occupancy issued by the City of Riviera Beach Records, Taxes, and Treasury Division prior to recommendation for award. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Tax Collector Department at (561) 355-2264.

AA. MATERIAL MODIFICATIONS / ALTERATIONS

Material modifications and/or alterations to the verbiage or documents herein made by the Proposer are expressly prohibited and are not enforceable. Modifications and/or alterations may render the Proposer's submission void and bar the Proposer from consideration in connection with this solicitation.

BB. MISTAKES

The Consultant shall carefully examine this Request for Proposals. The submission of a Request for Proposals shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed, the detailed requirements of the specifications, and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

CC. MODIFICATIONS OF SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. The successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the

estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The successful Proposer agrees to provide such items or services, and shall provide the City with prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors or to cancel the contract upon giving the successful Proposer thirty (30) days' written notice.

If the successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

DD. NON-COLLUSION STATEMENT

By signing its Bid, the Proposer certifies that its Bid is made independently and free from collusion. Proposer shall complete and submit the Non-Collusion Affidavit Form located in Attachment "A" – Proposer's Required Forms package, 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), Florida Statutes, who is an officer or director of, or has a material interest in, the supplier'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 own more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

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

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

EE. NOTICE

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City designates:

Director, City Procurement Department
1481 West 15th Street,
Riviera Beach, FL 33404

The Proposer shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

FF. PATENTS AND ROYALTIES

The Consultant, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs 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. If the Consultant uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

GG. PAYMENT

Payment for all goods and services requested by a purchase order shall be made in a timely manner and in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 16.5-297, City's Code of Ordinances. All payment applications shall be submitted to the address indicated in the purchase order. The City will pay the Consultant after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

HH. PERSONAL INVESTIGATION

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Consultant from any risk or from fulfilling all terms of the contract.

II. PRICE PROPOSAL INFORMATION

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive. Proposer must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Riviera Beach.

Prices proposed shall be valid for at least One-Hundred and Twenty (**120**) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

JJ. PROTEST PROCEDURES

In accordance with Section 16.5-241 of the City Code of Ordinances, if a Consultant intends to protest a solicitation or proposed award of a contract, the following apply:

1. *Right to protest.* Any actual or prospective Proposer, offeror, or Consultant who is aggrieved in connection with the solicitation or award of a contract may protest to the CRA Board of Commissioners. Protestors shall seek resolution of their complaints initially with the Director, and secondly with the City Manager, prior to protesting to the CRA Board of Commissioners. A protest with respect to an invitation for bids or a request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals.
2. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or could have reasonably been expected to know the facts giving rise thereto.
3. *Stay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Director of Procurement shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted, or until the City manager makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

KK. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes (F.S.) 287.133, as amended: a person or affiliate who has been placed on the convicted Consultant 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 Consultant, supplier, sub consultant 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 section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Proposer shall complete and submit the Public Entity Crimes Law Form located in Attachment "A" – Offeror's Required Forms package.

LL. PUBLIC RECORDS ACT / INFORMATION DISCLOSURE TO THIRD PARTIES

The Consultant shall comply with Florida's Public Records Act, specifically section 119.0701, Florida Statutes, by agreeing to:

1. Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
2. Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, CITY OF RIVIERA BEACH, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL. 33404, BY EMAIL AT CITYCLERK@RIVIERABEACH.ORG OR BY TELEPHONE 561-845-4090.

MM. QUALIFICATIONS OF PROPOSER

The City will consider only solicitation responses from consultants who are normally engaged in providing the types of commodities, services, or construction specified herein. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities, equipment, personnel, and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms, and conditions.

The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where the evidence or evaluation indicates inability to perform. The City reserves the right to consider a Proposer's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Proposer should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Proposer

to submit such information may be grounds for termination of any contract awarded to the successful Proposer. Proposer shall notify the City immediately upon receiving any citations or violations after the opening date and during the time of performance under any contract awarded to them.

NN. REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any submittal received in response to this Request for Qualifications if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all submittals will be rejected, if there is reason to believe that collusion exists among Proposers. A Request for Proposals response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all Request for Proposals responses and to waive such technical errors as may be deemed best for the interests of the City.

OO. RELATED EXPENSES/TRAVEL EXPENSES

All costs, including travel, are to be included in your Request for Proposals response. The City will not accept any additional costs.

PP. RESERVATION FOR AWARD AND REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to accept or reject any or all Request for Proposals, part of the Request for Proposals, and to waive minor irregularities or variations to specifications contained in the Request for Proposals, and minor irregularities in the RFP process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFP and whose Request for Proposals is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the RFP

QQ. LOCAL VENDOR PREFERENCE:

Under the City's Procurement Code, the City has a [preference for local businesses](#). A local business, for the purposes of the application of the local vendor preference, means a proposer, which has a permanent, physical place of business within the City limits, and a [valid business tax receipt](#) and [certificate of occupancy](#) applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The proposer shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the City to pay more than \$25,000.00 above the amount proposed by the non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

RR. RESPONSIBILITY

In order to be considered as a responsible Proposer, the Proposer shall be fully capable of meeting all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

SS. RESPONSIVENESS

In order to be considered responsive to the solicitation, the Proposer's Request for Proposals submittal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

TT. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the Consultant. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Proposer as justification for termination.

UU. SAFETY STANDARDS

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication, accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the City Risk Management Department, 1481 West 15th Street, Riviera Beach, FL 33404.

VV. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a Request for Proposals for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a Request for Proposals for, or entering into, or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes, engaging in a boycott of Israel, or engaging in business operations in Cuba or Syria.

WW. STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS

It is the Consultant(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The City will review the Consultant(s) business status based on the information provided in response to this solicitation. If the Consultant is an out-of-state or foreign corporation or partnership, the Consultant should obtain the authority to conduct business in the State of Florida.

XX. TAXES

The City is exempt from Federal Excise and State Sales taxes. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City unless an exemption is available to the Proposer, nor shall any Proposer be authorized to use the City's Tax Exemption Number in securing such materials.

YY. TAXPAYER IDENTIFICATION FORM

Prior to executing an agreement for the contemplated services, the selected Proposer will complete the Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the agreement until it has received the properly completed form.

ZZ. TERMINATION:

1. **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City in accordance with Chapter 129, Florida Statutes (F.S.). The City of Riviera Beach CRA Board of Commissioners shall be the final authority regarding the availability of funds and how such funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days' prior written notice to the Consultant.
2. **For Cause:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the provisions of this Agreement, the City may, upon written notice to the Consultant terminate the right of the Consultant to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Consultant liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.
3. **For Convenience:** The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Consultant thirty (30) days prior to the effective date of such cancellation.
4. **Non-Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

AAA. WITHDRAWALS

Any Proposer may, without prejudice to itself, withdraw its bid at any time prior to the expiration of the time during which bid responses may be submitted. Such a request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After the expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

BBB. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Vendors are further notified that the City's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

CCC. HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Florida Statutes 787.06, Bidder warrants and represents that it does not use coercion for labor or services. Bidder shall complete and submit the Nongovernmental Entity Human Trafficking Affidavit located in Attachment "A" – Offeror's Required Forms package.

VII. CERTIFICATE OF INSURANCE REQUIREMENTS

The successful bidder/contractor/firm or individual entering a resulting contract with the 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.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Cyber Liability Insurance

Coverage must be afforded under a Cyber Liability policy in an amount not less than \$1,000,000.00 per claim.

Professional Liability/Malpractice (if applicable)

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$3,000,000 annual aggregate

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

The contractor must comply with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act (Jones Act), if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in the execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers, and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors' Pollution Liability Coverage (if applicable)

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of the expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk) (if applicable)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage, including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. The coverage limit must be no less than the replacement cost.

This policy shall ensure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered a breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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