



# **REQUEST FOR PROPOSALS**

**RFP NO. 22-203**

## **CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**



Financial Services  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1770**

**RFP#22-203**

**CITY OF LAKE WORTH BEACH  
IN-COMMUNITY SOLAR POWER PROGRAM**

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties in prominent locations throughout the City of Lake Worth Beach. A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **3:00 PM, April 12, 2022**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach  
Financial Services/Procurement Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

**ENVELOPE MUST BE IDENTIFIED AS RFP #22-203 IN-COMMUNITY SOLAR POWER PROGRAM**

PUBLISHED: March 6, 2022 Palm Beach Post and City's Website

## GENERAL INFORMATION

### 1. **BACKGROUND**

The City's Municipal Electric Utility has taken major steps toward increasing energy production from carbon free and renewable energy resources, which include 22 megawatts of nuclear power, 1.7 megawatts of solar located on the City's closed landfill, and purchase power agreements for 36.55 megawatts of solar power from fields outside of the City and scheduled to become operational in late 2023 and early 2024. The City's electric utility is already on track to achieve a greater than 50% reduction in CO2 emissions by 2025 and will enjoy one of the highest ratios of solar watts per customer in the state of Florida by 2024.

The City of Lake Worth Beach seeks to visibly support and encourage further energy production from renewable sources and would like to implement a program that will provide visible solar installations on City-owned properties which demonstrate clean energy production throughout the City.

### 2. **PROJECT OBJECTIVE**

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties in prominent locations throughout the City of Lake Worth Beach.

The proposed In-Community Solar Power program may include roof-top, ground mounted, and parking lot shade structure solar installations or similar solar structures. A battery storage feature is optional, but highly encouraged. The In-Community Solar Power program must be offered with integrated educational website interfaces to include both existing and new in-city solar structures with optional battery storage. The In-Community Solar Power program must offer the utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate class or program subscription agreements. The program offered must provide a neutral or positive financial impact to the City's Utilities and City's program participants.

A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

### 3. **SUBMITTAL OF PROPOSALS**

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, April 12, 2022**, whether by mail or otherwise may be rejected by the City. The City offices have limited access to the public at this time. **Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP

number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

#### **4. CHANGES AND INTERPRETATIONS**

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

#### **5. PROPERTY OF THE CITY**

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

#### **6. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE**

Section 2-117 of the City's Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP. Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP. Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this RFP, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of determining the best value in the award of an RFP where more than one Respondent identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

## 7. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due March 22, 2022 - 3:00 PM
- Proposal Due Date and Time April 12, 2022 - 3:00 PM
- Minimum Requirement proposal evaluation April/May, 2022
- Presentations TBD, 2022
- Proposal Evaluation Meeting TBD, 2022
- Contract Negotiations TBD, 2022
- Contract Approval TBD, 2022

TBD – Date(s) and times of Presentations by selected respondents will be determined based on the number of Presentations and Staff availability. Contract Negotiations and Contract Approval will follow accordingly. The City reserves the right to amend the anticipated schedule as it deems necessary and may not award a Contract if mutually acceptable terms and conditions, as well as City Commission approval are not achieved.

## 8. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

## 9. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.**

## 10. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any

information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals (in whole or in part), and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

#### **11. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract will be negotiated with successful Respondent. The City reserves the right to not award a Contract if mutually acceptable terms and conditions, as well as City Commission approval are not achieved.

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

The City reserves the right to award to one or more than one Respondent if it is considered to be in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

#### **12. INSURANCE & BOND REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the

selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

Dependent on the selected Respondent and the Respondent's proposed program, a public construction bond issued in accordance with section 255.05, Florida Statutes, may be required.

### **13. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

**Each proposal will be initially evaluated to determine the compliance with the minimum**

**RFP requirements as set forth in evaluation criteria. The City will not take into consideration any proposal that does not meet the minimum qualification requirements. Determination of meeting the minimum requirements is at the sole discretion of the City.**

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

### **Evaluation Criteria and Scoring:**

When the City receives the initial proposals, the Procurement Division in coordination with internal and external subject matter experts shall determine whether each proposal meets the minimum qualifications requirements as set below:

### **Minimum Qualifications Requirements:**

- 1. Respondent must propose a program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City-owned properties in prominent locations throughout the City.**



2. Respondent must propose a program with options for integrated educational website interfaces to showcase both existing and new in-city solar options (battery storage optional).

3. Respondent must propose a program that offers City utility ratepayers the option of sourcing one hundred percent (100%) renewable energy from locally sited renewable energy assets on City-owned properties through a dedicated rate-class or program subscription agreement.

4. Respondent must propose a program that offers a neutral or positive financial impact to the City’s utility and program participants.

All Respondents whose proposals satisfy the minimum requirements will then be requested to provide a presentation to the City’s evaluation committee in a public meeting. After the presentations, proposals will be evaluated by the City’s evaluation committee in a public meeting based on the below provided evaluation criteria.

**Only Respondents that meet all of the minimum qualifications requirements will be considered for proceeding to the final evaluation process.**

The evaluation of the qualified proposals will be conducted in accordance with the following provisions. Scoring is based on a 250-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 175 points.**

EVALUATION CRITERIA	Points Awarded
<p><b>LEADERSHIP (Tab 1)</b></p> <ul style="list-style-type: none"> <li>• Letter of Transmittal</li> <li>• Leadership Response</li> <li>• Relevant experience, accomplishments, and capabilities of key leadership team members</li> <li>• Statement confirming understanding of RFP and minimum requirements</li> </ul>	0 – 10 points
<p><b>EXPERIENCE OF THE FIRM (Tab 2)</b></p> <ul style="list-style-type: none"> <li>• Qualification of Staff that would be assigned to the project (up to 15 points)</li> <li>• Relevant experience, capabilities and proven success of the firm with similar projects and in-community solar power projects (up to 25 points)</li> </ul>	0 - 40 points
<p><b>PROJECT APPROACH (Tab 3)</b></p> <ol style="list-style-type: none"> <li>1. Project Development Approach (up to 10 points)</li> <li>2. Description of achievement of project minimum requirements is clearly identified and outlined with details (up to 15 points)</li> </ol>	0 - 130 points

<ol style="list-style-type: none"> <li>3. Opportunities and challenges of project clearly defined and solutions provided (up to 15 points)</li> <li>4. Project plan is provided and clearly identifies all the activities required to successful implement the project (up to 15 points)</li> <li>5. Project and operating plans clearly delineate responsibilities and expectations of the project proponent, the City, and customers (up to 30 points)</li> <li>6. Operating plan has been provided and outlines details for operating, billing solutions, and maintenance activities throughout the life of the Project (up to 20 points)</li> <li>7. Proposed website (actual example preferred) meets the requirements for integration and educational purposes (up to 5 points)</li> <li>8. Battery storage option clearly described (up to 20 points)</li> </ol>	
<p><b>FINANCIAL IMPACT &amp; CAPABILITY (Tab 4 &amp; 5)</b></p> <ul style="list-style-type: none"> <li>• Respondents plan and ability to ensure a neutral or positive financial impact to the City’s Utilities and City’s program participants.</li> </ul>	0 – 50 points
<p><b>VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE (Tab 5)</b></p> <ul style="list-style-type: none"> <li>• Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.</li> </ul>	0 – 10 points
<p><b>Default, Termination, Litigation, Debarment, etc. &amp; Additional Information (Tab 6)</b></p> <ul style="list-style-type: none"> <li>• Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 5 points)</li> <li>• Unique resources, capabilities or assets which the respondent would bring to the Project (up to 5 points)</li> </ul>	0 – 10 points

**Total**

**250 Points**

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

## 14. PROPOSAL FORMAT

Each Respondent shall submit **ten (10) originals and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive **maximum size of 10 Mb**.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

### COVER PAGE

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

### Table of Contents:

#### **Tab 1 - Leadership (Maximum 10 points)**

##### Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the

state law. The City will not consider submittals that identify a joint partnership to be formed.

**Tab 2 – Experience of the Firm (Maximum 40 Points)**  
Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to develop an In-Community Solar Program as provided in the solicitation document, as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Demonstrated Project Experience (limited to 30 pages)

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Teaming (if applicable)

- Summarize the name and titles of the internal project team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the project team, and a very brief listing of their relevant experience.

**Tab 3 – Project Approach (Maximum 130 Points)**  
Respondent Approach

Provide written summary of your understanding and overall approach of the developing and executing an In-Community Solar Power program and discuss how will the project be achieved along with the challenges faced by the approach.

Respondent must provide details how they will provide an In-Community Solar Power program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City owned properties in prominent locations throughout the City.

Respondents providing a battery storage option with their proposal should include detailed information on the proposed battery storage.

Respondents must provide sample of the program policies able to offer City utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate-class or program subscription agreement.

Respondents shall describe in detail the proposed program including without limitation location; necessary facilities; necessary personnel; necessary financial investment; use of any City properties and, the proposed methods to implement the project.

Respondents shall describe in detail expectations for support in as much detail as possible it will require from City staff in providing data, site access, site and building information, etc.

#### Project Plan

Provide a detailed project plan to include project engineering, construction, permitting, and project execution with included timelines. Provide the details of any additional project related activities and potential project issues and delays. The project plan shall include consideration for disposition of Respondent's equipment at end of term and restoration of City's property (if utilized).

#### Operating Plan

Provide detailed operating plan for the project to include details of how the Respondent plans to operate the project and provide details on continuing operations and maintenance as well as plans for customer enrollment and de-enrollment, customer billing, collections, and provisions for non-payment.

#### Respondents Proposed Website

Respondents must provide details of the planned educational website and how will the website interface with existing and new solar options and optional battery storage.

#### Respondents Billing Solution

Respondents should provide details on any offered customer billing solutions. Such solutions must comply with Florida law.

### **Tab 4 & 5 – Financial Impact & Financial Capability (Maximum 50 Points)**

#### **Tab 4 – Financial Impact**

Respondents shall provide details of their plan and ability to ensure a neutral or positive financial impact to the City's Utilities and City's program participants. Examples of items to be covered include forms of agreements anticipated to be utilized, consideration for use of City properties, term of agreement(s), contractual relationship between respondent, City, and customers, default provisions, risks to City and customers, etc.

#### **Tab – 5 Financial Capability**

- A statement and evidence of financial capability, including the ability to fund all project development costs.
- The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project.
- Financial capability shall also include an examination of the financial and business plan to include ongoing and operating and maintenance costs
- Financial details outlining evidence of the neutral or positive financial impact to the City's utility and program participants.

**Tab 6 – Veteran Business Enterprise, Small Business and Local Business Preference**

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this ITN. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the ITN.** Documentation submitted after the proposal deadline will be rejected.

Order and application of preferences. For all preferences set forth in this ITN, only one preference may be identified in a response to this solicitation.

**Tab 7 – Additional Information (Maximum 5 Points)**

DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the respondent would bring to the project.

ALL COMPLETED FORMS

Include all completed forms listed as attachment.

PROOF OF LICENSES

Respondent will provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent’s Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

Appendix

Other Relevant and Supporting Documentation (optional).

**15. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a proposal, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

## **16. PROTESTS**

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

## **17. EXHIBITS**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- |                  |   |
|------------------|---|
| A. Exhibit "A"   | Scope of Services/Work  |
| B. Exhibit "A-1" | List of City-Owned Properties and Facilities                                      |
| C. Exhibit "B"   | City's Campaign Contribution Statement (submit with proposal)                     |
| D. Exhibit "C"   | Respondent Information Form (submit with proposal)                                |
| E. Exhibit "D"   | Similar Projects (submit with proposal)   |
| F. Exhibit "E"   | References (submit with proposal)   |
| G. Exhibit "F"   | Drug Free Workplace Form (submit with proposal)                                   |
| H. Exhibit "G"   | Scrutinized Companies Certification   |
| I. Exhibit "H"   | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |

## **18. COMPLIANCE**

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

## **19. PUBLIC ENTITY CRIMES.**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

**20. SCRUTINIZED COMPANIES**

Pursuant to section 287.135, Florida Statutes, the selected Respondent will be required to certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate any resulting agreement at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the resulting agreement.

**21. E-VERIFY**

The selected Respondent under a resulting agreement shall be required to comply with and maintain compliance with Section 448.095(2), Florida Statutes, regarding the E-Verify system for itself and its subcontractors utilized in the performance of the resulting agreement.

**END OF RFP**

**RFP EXHIBITS FOLLOW**



## **EXHIBIT “A”**

**RFP # 22-203**

### **CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

#### **SCOPE OF SERVICES/WORK**

##### **Description of Existing Electric System**

The City of Lake Worth Beach, located in Palm Beach County, Florida, operates a municipal utility system serving 27,300 customers with a net to system load of 474,427 MWh in 2021 and a system peak load of 95.7 MW in 2021, with an all-time peak of 97.2 MW experienced in 2019. Lake Worth Beach currently meets its load requirements using a variety of resources, including self-owned and self-operated on-site generation assets and off-site resources as a member of FMPA. As a participant in FMPA Projects Lake Worth Beach benefits from the associated capacity and energy (“Generation Entitlements”) to meet its customers’ load requirements.

The current Generation Entitlements consist of approximately 113.6 MWs of electric generation capability exclusive of solar projects and before transmission losses, from several generating units. Specifically, these entitlements consist of: 1) the St. Lucie Resource, 2) the Stanton I Resource, 3) the Lake Worth CC Resource, 4) the Lake Worth S3 Resource, and 5) the Lake Worth GT-1 Resource. Not included for capacity planning purposes but operating and producing energy is the Lake Worth Solar 1 Resource (1.7 MW), and the Lake Worth emergency/black start units M 1-5 Resources which total 10 MW. Lake Worth Beach does not currently use its solar resources in calculations of electric capacity for reserve requirement purposes, however it may do so in the future. Lake Worth Beach is also a participant in the FMPA Municipal Solar Projects I and II for a total of 36.55 MW and is anticipated to expand its take of future solar power in coming years. Wholesale power delivery to Lake Worth Beach is achieved via a single 138 KV radial transmission interconnection to FPL’s Cedar 1 and Quantum circuits and associated transmission network service on FPL’s system. A second transmission interconnection to the FPL 138KV transmission system is currently in design with construction expected to start in 2022. Lake Worth Beach is a network transmission service customer of FPL.

##### **Project Objective**

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties and facilities in prominent locations throughout the City of Lake Worth Beach.

The proposed In-Community Solar Power program may include roof-top, ground mounted, and parking lot shade structure solar installations or similar solar structures. A battery storage feature is optional, but highly encouraged. The In-Community Solar Power program must be offered with integrated educational website interfaces to include both existing and new in-city solar structures with optional battery storage. The In-Community Solar Power program must offer the utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate class or program subscription agreements. The program offered must provide a neutral or positive financial impact to the City’s Utilities and City’s program participants. Respondents may offer options for customer billing solutions. All proposed billing solutions must comply with Florida law.

Attached as Exhibit “A-1” is a list of all potential City-owned properties and facilities which may be utilized for a Respondent’s proposed program. This list includes the City’s landfill generally located at 1699 Wingfield Street, Lake Worth Beach, Florida. Utilization of the landfill is limited to proposed programs which will not impact the landfill cap.

For all properties and facilities on Exhibit “A-1”, the City does not make, and specifically disclaims, any and all warranties, representations, and guarantees, expressed or implied, with regards to the quality, fitness for a particular use or purpose, appropriateness, suitability, or constructability of such properties and facilities for any proposed In-Community Solar Power program. All Respondents will be required to conduct their own due diligence to determine whether a listed City property and/or facility is appropriate, suitable, and useable for their proposed program. The properties and facilities listed on Exhibit “A-1” are provided in their “as is” and “as available” condition. For avoidance of doubt, the City will rely solely on the experience and expertise of each Respondent to identify and determine which of the properties and/or facilities listed on Exhibit “A-1” are to be utilized in the Respondent’s proposed program.

The City reserves the right to accept all or a portion of any proposed program(s) subject to further negotiations with the selected Respondent(s).

#### Minimum Project Requirements:

1. Respondent must provide an In-Community Solar Power program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City owned properties in prominent locations throughout the City.
2. Respondents must provide options for integrated educational website interfaces to showcase both existing and new in-city solar options and the optional battery storage.
3. Respondents must provide program policies able to offer City utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate-class or program subscription agreement.
4. Respondents program offered shall have a neutral or positive financial impact to the City’s utility and program participants.

END OF SCOPE OF SERVICES/WORK

**EXHIBIT “A-1”**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**LIST OF CITY OWNED PROPERTIES AND FACILITIES**

The following list of City-owned properties and facilities is not an exclusive list. If a Respondent determines there are other City properties and/or facilities within the City of Lake Worth Beach that best fit the Respondent’s proposed In-Community Solar Power program, the Respondent may propose such properties and/or facilities. Respondents are encouraged to review the City’s Code of Ordinances and Charter (available at: [https://library.municode.com/fl/lake\\_worth\\_beach/codes/code\\_of\\_ordinances](https://library.municode.com/fl/lake_worth_beach/codes/code_of_ordinances)) regarding potential limitations on use and leases of City owned properties and/or facilities.

- 1699 Wingfield Street (land fill – where City’s existing solar array is located)
- 1803 N Federal Highway
- 1 7<sup>th</sup> Avenue North
- 902 22<sup>nd</sup> Avenue North
- 818 Worthmore Drive
- 1415 North D Street
- 1413 North D Street
- 1837 15<sup>th</sup> Avenue North
- 1765 17<sup>th</sup> Avenue North
- 1900 2<sup>nd</sup> Avenue North
- 1702 Lake Worth Road
- 201 North Dixie Highway
- 10 South Ocean Blvd 2
- 7 North B Street
- 1005 Lucerne Avenue
- 7 North Dixie Highway
- 414 Lake Avenue
- 15 North M Street
- 100 South Golfview Road
- Any other sites which may be identified during this process

**EXHIBIT "B"**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
  
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

**Respondent to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[ ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 2. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 3. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 4. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

**EXHIBIT "C"**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**RESPONDENT INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Telephone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Email Address:

\_\_\_\_\_

Website (if applicable):

\_\_\_\_\_

Certification: Yes / No

If yes, Certification # \_\_\_\_\_ Expiration date \_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_  
This is a requirement of every Respondent

**EXHIBIT "D"**

**RFP # 22-203  
CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**SIMILAR PROJECTS**

List three (3) similar projects successfully completed in the past five (5) years by the Respondents firm.

**Completed Project #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_



**EXHIBIT "E"**

**RFP # 22-203  
CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing general maintenance services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**EXHIBIT "F"**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 proposal 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 proposal, 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 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 this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**EXHIBIT "G"**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

**EXHIBIT "H"**

**RFP # 22-203**

**CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND**

**LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent , hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_