



REQUEST FOR QUALIFICATIONS

RFQ # 24-XXX

**Lake Worth Beach - Municipal Beach Complex
Development Professional Services**



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

RFQ # 24-XXX

Lake Worth Beach - Municipal Beach Complex Development

Professional Services

The City of Lake Worth Beach (the "City") is seeking qualifications from interested professional consulting companies/firms regarding the development of the City's Municipal Beach Complex. The City is seeking to hire a consultant to provide advice, evaluate location feasibility, develop potential options for the facility and property and lead the City through the process of planning and implementation of the future development for the Casino complex and pool located in the City of Lake Worth Beach.

The services consist of the site and building assessment activities, development of potential activities, real estate feasibility and budgeting activities, community/stakeholder outreach activities, solicitation and contract negotiation activities, and other related services.

Time is of the essence and any proposal received after **3:00 p.m., XXXXX, 2024**, whether by mail or otherwise will be returned unopened. Qualifications shall be placed in a sealed envelope, marked with the RFQ number, title, and date and hour Qualifications are scheduled to be received. Respondents are responsible for insuring that their Qualifications are delivered and stamped by the City's Financial Services Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all Qualifications and/or to waive all nonmaterial irregularities on any and all Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFQ are the sole responsibility of the respondents including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFQ by contacting the Financial Services office at (561) 586-1770 or from **lakeworthbeachfl.bidsandtenders.net**. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this solicitation opportunity, which will enable the Respondent to download the Bid Call Document, to receive addenda, email notifications, and download all documents.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Respondent has obtained this solicitation 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 this solicitation opportunity.

All Qualifications must be hand-delivered or mailed to:

City of Lake Worth Beach
Financial Services, Procurement Division
7 North Dixie Hwy

Lake Worth Beach, FL 33460

ENVELOPE MUST BE IDENTIFIED AS: **RFQ # 24-XXX**

PUBLISHED: ~~April~~May XX, 2024, Palm Beach Post, City's Website

DRAFT

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth Beach (the “City”) has a magnificent, one of a kind, nineteen-acre public beach site that has long been seen to be underutilized and full of potential and opportunities. Over the past decade plus, the City has struggled with what the future of the abandoned municipal pool will be as well as what is the acceptable and feasible amount of development for the site that meets with the expectations and tolerances of the general public, the true stakeholders of the unique resource.

To that end, the City is seeking qualifications from interested professional consulting companies/firms to provide advice, evaluate locations feasibility, develop potential options for the facility and lead the City through the process of planning the development for the Casino complex and pool located within the City of Lake Worth Beach.

The City’s objective with this solicitation is to assess the overall current condition of the beach complex site, its operations and its future development potential, including strengths, weaknesses, opportunities and threats (SWOT). The resource is critically important to the City, its citizens and visitors to the city and region. Obtaining a complete and thorough understanding of its existing standing and the options available to improve its functioning, its financial feasibility and its realistic development potential is needed in order to identify parameters necessary for the site to be a sustainable recreational asset and resource for current and future generations.

The selected Respondent will be chosen based upon their relevant expertise and thorough knowledge of the professional services, functions, activities, and related responsibilities to successfully deliver required services. A more detailed scope of services is attached and incorporated into this RFQ as **Exhibit “A”**.

2. SUBMITTAL OF QUALIFICATIONS

Interested firms are invited to submit a complete set of Qualifications for consideration. The Qualifications must address the items requested, clearly and concisely. The City intends to negotiate a contract/s for the desired services upon selection of the Qualifications that best satisfy the evaluation criteria.

Time is of the essence and any Qualifications received after **3:00 p.m., May XX, 2024** whether by mail or otherwise will be disqualified from consideration. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver Qualifications directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If Qualifications 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. **Qualifications shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** Each envelope will be stamped by the Finance Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Financial Services Office. Qualifications shall be placed in a sealed envelope, marked with the **RFQ number, title, type of category**, and date and hour Qualifications are scheduled to be received. **Respondents are responsible for ensuring that their Qualifications are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all Qualifications and/or to waive all nonmaterial irregularities on any and all Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFQ. All Qualifications 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 the Qualifications.

3. CHANGES AND INTERPRETATIONS

Changes to this RFQ 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 RFQ should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or via e-mail to purchasing1@lakeworthbeachfl.gov not later than fifteen (15) calendar days prior to the due date for Qualifications. Questions will be answered via an addendum. If a question is not answered, the Respondent should assume all relevant information is contained within this RFQ. The City will attempt to not issue any addenda within three (3) business days of the due date of Qualifications; however, the City reserves the right to issue any addenda at any time prior to the due date and time of Qualifications.

4. PROPERTY OF THE CITY

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

5. RFQ TIMETABLE

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

- | | |
|--------------------------------------------|-----------------------|
| • Questions from Potential Respondents Due | XXXXXX, 2024 (4 PM) |
| • Qualifications Due | xxxxxxxx, 2024 (3 PM) |
| • Evaluation/Short List Announcement | xxxxxxxx, 2024 |
| • Discussions/Presentations | xxxxxxxx, 2024 |
| • Contract Negotiations & Approval | xxxxxxxx, 2024 |
| • Contract Start | xxxxxxxx, 2024 |

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. 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 Qualifications in response to this RFQ. 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 responses or some other action by the City to end the selection process.

7. ETHICS REQUIREMENT

This RFQ is subject to the State of Florida Code of Ethics 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 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 RFQ. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFQ as Exhibit "E".

8. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of the Respondent to assure itself that the information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFQ 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 Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Qualifications, may accept or reject Qualifications, and may accept Qualifications which deviate from the non-material provisions of this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting Qualifications in response to this RFQ. Following submission of Qualifications, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications 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 Qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Qualifications, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Qualifications

submitted pursuant to this RFQ is at the sole risk and responsibility of the Respondent submitting such Qualifications.

9. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting non-exclusive contract(s) including the fees for the services to be rendered will be negotiated with successful Respondent using the City's contract form. 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 consistent with the evaluation criteria.

Any contract executed as a result of this RFQ may be funded, in whole or in part, by Federal agencies. Respondents therefore agree that any work performed pursuant to this RFQ and resulting contract will comply with all applicable Federal law, Federal regulations, executive orders, Federal policies, procedures, and directives.

Each fiscal year of the contract and any future years will be subject to the availability of funds lawfully appropriated for its purpose by the City of Lake Worth Beach. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFQ, the awarded 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 firm 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. The selected firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected firm 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 firm 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 under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firm 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 firm or by anyone directly or indirectly employed by the firm.

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 and non-contributory basis.

11. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the successful bidder shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the City terminates the contract under Section 448.095(5)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the contract.

12. EVALUATION AND AWARD

The evaluation and award of the submitted Qualifications shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). The City will assemble an Evaluation Committee to review the submitted Qualifications and determine which Respondents are deemed "qualified" consistent with the Qualification Evaluation Criteria set forth herein. The City reserves the right to assemble different evaluation committee if found to be in the best interest of the City. The Evaluation Committee(s) will rank the Respondents and engage in discussions with no fewer than the top three (3) ranked Respondents regarding their Qualifications, approach to the project and ability to furnish the required services. The discussions may be in a presentation format before the Evaluation Committee at a public meeting or by written responses to follow-up questions from the Evaluation Committee or some other process established by the Evaluation Committee. After discussions, the Evaluation Committee shall rank the top qualified Respondents based on the Competitive Selection Evaluation Criteria herein and make a recommendation to the City Commission. City staff may negotiate with the highest ranked Respondent(s) to prepare a contract to be submitted with the Evaluation Committee's recommendation to the City Commission. The Procurement Representative will notify all submitting Respondents and notice the Evaluation Committee meeting(s) 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 Qualifications which are most advantageous and in the best interest of the City (consistent with the selection evaluation criteria). Recommended award will be made available by the Financial Services Department Procurement Division electronically at lakeworthbeachfl.bidsandtenders.net.

Each submitted Qualifications will be evaluated individually and in the context of all other Qualifications. Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the City to award to the most qualified, and the City reserves the right to award the contract(s) to the Respondent submitting the best overall Qualifications and in the best interest of the City (consistent with the evaluation criteria and successful negotiations). The City shall be the sole judge of the Qualifications and the resulting contract that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Qualifications, Respondents acknowledge this process and consent to the City's investigation. City is the sole judge in determining the Respondent's qualifications.

While the City allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Qualifications which are most advantageous to the City.

Please be advised that pursuant to Section 287.05701, Florida Statutes, the City may not request documentation of or consider a consultant's social, political, or ideological interest when determining if the consultant is responsible. Further, the City may not give a preference to a consultant based on the consultant's social, political, or ideological interests.

Evaluation Scoring Criteria:

The evaluation of the Qualifications will be conducted in accordance with the following criteria (with associated points available).

<u>Qualification Evaluation Criteria (Short-Listing)</u>	<u>Points Available</u>
-----------------------------------------------------------------	--------------------------------

Evidence of personnel availability, capability, experience, and skill: 20 points

Emphasis will be placed on A) firm's identification of specific individuals in its employ, and/or subconsultants, B) individuals and/or subconsultants experience with similar projects within the past ten years.

Firm's successful past performance for similar projects & approach: 20 points

Individuals and/or subconsultants ability to have completed similar projects on time and within budget. Firms experience in multiple phases and similar developments/municipalities. Respondents will be evaluated on the firms' means and methods to accomplish multiple projects, community outreach, professional engineering services, solicitation and contract negotiation process, work with developers and commercial entities, presentations for the City and community. Quality of work, meeting technical requirements, completeness of deliverables with minimal revisions will be included in evaluation.

Project Approach and Methodology: 20 points

Respondents shall provide a comprehensive proposed project approach addressing all the required services as provided in this solicitation. The proposal shall clearly provide methodology and approach for the recommended steps of the project that will be completed, proposed deliverables and timelines. The emphasis will be given to proposals that provide detailed and innovative strategies and that demonstrate knowledge of the project and capability to meet the project requirements.

Client Management and Project Staffing Plan: 25 points

Respondents will be evaluated on how key team members/staff proposed for this engagement, including a Client Manager, Project Manager, and other Key Team Members will execute the work and take ownership of maintaining proactive and strategic communication with the working group and Lake Worth Beach staff and City Commission, as appropriate. Location and convenience to the City of Lake Worth Beach to support the projects will also be considered.

Terminations and/or litigation: 5 points

- 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

Evidence of veteran business enterprise, small business and local business preference: 5 points

Maximum 100 Points

Oral presentation Criteria (to finalize ranking/recommendation):

Ability of professional personnel 20 points

Respondents will be evaluated on how their presentation provided for key team members/staff proposed for this engagement, including a Client Manager, Project Manager, and other Key Team Members and how will they execute the work and take ownership of maintaining proactive and strategic communication with the working group and Lake Worth Beach staff, as appropriate

Evidence of successful past performance for similar projects 20 points

Respondents will be evaluated on how their past performance on similar projects has prepared them for the diverse portfolio of the City and how they managed their past projects. The City will also look for any benefits and value added services that Respondents can provide to the City.

Comprehensive Project Approach and Methodology: 30 points

Respondents will be evaluated based on their proposed project approach addressing all the required services as provided in this solicitation. The City will look into the proposed methodology and approach and recommended steps, proposed deliverables and timelines.

Recent, current workload

10 points

Respondents will be evaluated on their current work load and their presentation to show ability to meet the City's projects in the required timelines.

Location/Convenience to City staff

10 points

Respondents will be evaluated on their ability to provide the support to the City of Lake Worth Beach by providing locally available professional staff or ability to provide the equivalent services in remote environment without additional fees.

13. QUALIFICATIONS FORMAT

Each Respondent shall submit **one (1) original, five (5) copies** of its Qualifications in a clear, concise format, on 8 1/2" x 11" paper, in English and **one (1) electronic copy (maximum size of 15MB) on USB drive**. Each tabbed set 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 Qualifications. If publications are supplied by a Respondent to respond to a requirement, the Qualifications should include a reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

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

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

All Qualifications shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

Tab 1 . Letter of Transmittal (< four pages)

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

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit "B"**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- 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 Project and proposed Project option(s).

- 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. The firm will need to name the representative authorized to negotiate with the City.
- 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.

Tab 2 . Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Respondent is responsible for visiting lakeworthbeachfl.bidsandtenders.net to view and obtain each addendum. The City is not responsible for notifying potential respondents that the Addendums have been posted.

Tab 3. References & Materials (< 15 pages plus the forms)

Evidence of personnel capability, experience and skill: Respondents shall provide a brief overview of its personnel's capability, experience and skill to provide the requested services (which shall not exceed two pages per person) and include the firm's organizational structure. Bullet point format is appreciated. Respondents shall provide summaries or resumes of key personnel including those to be assigned to provide services to the City. Resumes should include a description of:

- Training, education and degrees.
- Similar project experience.
- Professional certifications, licenses and affiliations.

Evidence of adequate personnel to perform: Please identify key personnel who will be tasked to provide services to the City and their availability.

Tab 4 . Similar Projects & Approach (< 15 pages)

Evidence of firm's successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects within the past five (5) years. Respondents shall provide a minimum of three (3) references on the form provided demonstrating their successful past performance. Prior experience with other Florida entities is desirable but not required. Similar projects may be coastal oriented redevelopment, historic revitalization, downtown redevelopment, brown field assessment and analysis, revitalization of recreation or community centers or facilities or similar related projects. 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.

Provide evidence of firm's quality of work and ability to produce construction documents that meet technical requirements and codes.

Tab 5. Client Management and Project Staffing Plan (**< 5 pages**)

Provide a concise description of how key team members/staff proposed for this engagement, including a Client Manager, Project Manager, and other Key Team Members will execute the work and take ownership of maintaining proactive and strategic communication with the working group and Lake Worth Beach staff, as appropriate. Respondents shall summarize the ability of the firm to provide local expertise and Client Management and how distance barriers in terms of team members that are not local to FL will be overcome to ensure responsiveness.

Tab 6. Litigation and/or Terminations (**unlimited pages**)

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. **If none, state as such.**

Respondents shall also state if the Respondent has had a contract for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. **If none, state as such.**

Tab 7 . Evidence of veteran business enterprise, small business and local business preference (**unlimited pages**)

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 RFQ. **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 RFQ.** Documentation submitted after the proposal deadline will be rejected.

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

TAB 8. Forms & Licenses (**unlimited pages**)

Please include all necessary forms and licenses required.

14. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS

By submitting Qualifications, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.

C. The Respondent understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ shall become part of any contract entered into between the City and the Respondent.

D. By signing and submitting Qualifications, Respondent certifies that it 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 Qualifications 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 Qualifications 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 its Qualifications to third parties.

15. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFQ 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 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.

16. EXHIBITS

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

- | | |
|--------------|-----------------------------------------------------------------------------------|
| A. Exhibit A | Scope of Services and Background Information |
| B. Exhibit B | Respondent Information Form (must be submitted) |
| C. Exhibit C | Drug Free Workplace Form (must be submitted) |
| D. Exhibit D | References (must be submitted) |
| E. Exhibit E | Campaign Contribution Statement (must be submitted) |
| F. Exhibit F | Scrutinized Companies Certification (must be submitted) |
| G. Exhibit G | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |
| H. Exhibit H | Federal Contract Clauses |
| I. Exhibit I | Additional Documentation and Historic Conceptual Plans |

17. COMPLIANCE

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

END OF GENERAL INFORMATION

DRAFT

EXHIBIT A

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

SCOPE OF SERVICES

This Request for Qualifications Professional Services is governed by the Florida Statute 287.055.

"Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with their professional employment or practice.

Location and Opportunity

The City of Lake Worth Beach is a coastal municipality of 7 square miles, located in Palm Beach County, Florida. The City's northern boundary is adjacent to the City of West Palm Beach's southern boundary and about 64 miles north of Miami. Downtown Lake Worth Beach is the artistic soul of Palm Beach County with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. The City's Municipal Beach Complex is located east of the Downtown area, adjacent to the Atlantic Ocean.

Property Description

The Municipal Beach Complex is a 19 ½ acres parcel owned by the City and generally located at 10 S. Ocean Blvd., Lake Worth Beach, Florida (Parcel Control Numbers: 38434426000010010 and 38434426000010070). The Complex includes the Casino Building, Pool Facility, waterfront park, parking area, picnic area, restrooms, municipal pier, and additional adjacent areas. The Casino Building includes a first-floor area currently leased to commercial tenants and a second floor area of approximately 5,000 SF of unfinished space, approximately 3,000 SF of finished event space and a catering kitchen. The Pool Facility encompasses 32,500 SF (including the pool building). The City built and opened the Pool Facility to the community in the early 1970's, which the City continued to operate until its most recent closure in 2016. The Municipal Beach Complex has 713 paid public parking spaces available that are operated and enforced by the City, including 50 spaces reserved for Lake Worth Beach residents with a valid parking decal. The remaining spaces are digitally metered and have a maximum allowance of 8 hours.

History



[Lake Worth Beach Casino 1920s](#)

In 1919, a wooden drawbridge, the longest of its kind in the nation at the time, was constructed to provide additional access to the barrier land. That same year the Brelsford Family of Palm Beach deeded 1,000 ft of oceanfront land on the barrier island to the town. A wooden pavilion was constructed that served as a popular location for dining and dancing. Later the pavilion was replaced with the City's Casino and Baths. The Municipal Beach Complex was completed in 1922 opening to great fanfare and heralded as the Jewel of the Gold Coast. G. Sherman Childs was the architect for the Mediterranean Revival Styled facility, and it offered bathing in a saltwater pool, diving competitions, a second-floor ballroom, restaurants, boutiques and a variety of beach activities. The 1928 hurricane brought a redesign of the building with the winds removing the corner tower element and flagpole. They were replaced with a low dome and eagle. The building again suffered during the 1937 storm, which removed the new dome and the lower corner domes. Finally with the 1947 hurricane, much of the original structure was destroyed and the second floor had to be removed. A new building designed by Edgar S. Wortman in the more contemporary International Style was built to the south and the remains of the original were incorporated into the design and given a modern facelift. Though seriously deteriorated from years of storms and salt air, deferred maintenance, and multiple delays in various plans for its future, in 2010 the City embarked on a goal to rehabilitate/renovate the existing structure instead of building anew. Because of its location east of the coastal construction control line, the projected costs for an entirely new building, the site constraints imposed by the impending beach site improvements, and the community's attachment to the building, the decision was made to move forward with its rehabilitation and to again make it a Jewel of the Gold Coast.

2013 Renovated Municipal Beach Complex

In 2013, the City rehabilitated the Municipal Beach Complex, which officially re-opened to the public on March 1, 2013. The refurbished Complex quickly became the new beach destination in South Florida. The reconstructed Casino Building is true to its original 1920's architecture, and includes significant new additions to the west and south. While there is no gambling at the renovated Casino Building, the name "Casino" remains as a reminder of the history and importance of the building to the citizens of Lake Worth Beach.

The renovated Municipal Beach Complex features an oceanfront park, restrooms, and picnic facilities, which complement the William O. Lockhart Municipal Pier. Beach chairs, lounges and cabanas are available to rent at the beach.

The first floor of the Casino Building is currently leased out by various commercial tenants. The first floor includes multiple restaurants, an ice cream shop, and a t-shirt store.

A unique distinction on the second floor of the Casino Building is a 3,000 SF event space/ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions, and other events. The ballroom has won Wedding Wire's Couples Choice Award four years in a row in 2017, 2018, 2019 and 2020 and was also featured in Married in Palm Beach in 2017, 2018 and 2019. Adjacent to the ballroom on the second floor is 5,000 SF of unfinished space and a nearby catering kitchen.

The Pool Facility was not included in the 2013 Municipal Beach Complex renovation project.

Below is an aerial photograph of the Municipal Beach Complex post-renovation.



Lake Worth Beach - Beach and Casino Land Development Regulations

All development at the Municipal Beach Complex must comply with the City's land use and zoning categories. The land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, are detailed below. This information may also be found in the City of Lake Worth Beach's Code of Ordinances.

The Municipal Beach Complex encompasses approximately 19 ½ acres and includes a 20,861 SF reconstructed Casino Ballroom building as well as 7,284 SF of various other structures. The site floor area ratio (FAR) is 0.033 based on the gross leasable area limit on the site of 64,715 SF. There is approximately 35,000 and 40,000 of allowed new construction that can be leased. For the overall site at the current FAR, the total allowable area allowed on the site is 127,413 SF. Consequently, there is roughly 100,000 SF of allowable building on the site of which up to 64,715 SF is leasable.

Maximum height per the City's Comprehensive Plan is 45' and two stories. By utilizing a planned development scenario of the site, the overall height can be raised to 65'-0' and three stories (the Transfer Development Rights (TDR) option would have to be triggered to gain the additional story).

Future Land Use Element

Policy 1.1.13: Beach and Casino - The Beach and Casino land use category designates the area of public beach and casino building area. The term "Casino" is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 SF. The implementing zoning district is BAC.

Policy 1.2.15: Locational Criteria for the Beach and Casino Designation - The Beach and Casino land use designation is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses. Per Table I the Beach and Casino (BAC) Future Land Use Designation allows for a maximum height of 45' and a FAR of 0.15

Land Development Regulations

Sec. 23.3-22 BAC—Beach and Casino

a) Intent - The beach and casino district (BAC) is a zoning category for the Lake Worth public beach and casino area. It is intended for public use of the beach area and other beach related uses and private commercial and public uses in the casino area.

b) Principal uses permitted by right or by administrative or conditional use permit- Refer to the permitted use table at section 23.3-6 for complete list of uses.

1. In the beach area (east of the east edge of the existing seawall). Public beach and pier and accessory uses such as umbrella, beach chair, beach and water related rentals and cafes on the pier only, and special events permitted pursuant to section 21-18.

2. In the casino area (west of the east edge of the existing seawall):

A. Pool, pool building and accessory uses.

B. Picnic facilities, play-grounds, recreational uses and restrooms.

C. Parking and parking structure.

D. Ballroom, banquet and meeting rooms.

E. Retail establishments. The sum of all retail establishments may not exceed seven thousand two hundred (7,200) SF.

F. Restaurants (no drive thru), sandwich shops and snack bars, outdoor cafes and push carts.

G. Special events as permitted pursuant to section 21-18.

H. Environmental/nature centers, art shows, exhibits and other events not requiring a special event permit pursuant to section 21-18.

c) Development regulations

1. Building height:

- A. Total building/structure height shall not exceed sixty (60) feet.
- B. Two (2) habitable stories totaling not more than fifty (50) feet in height.
- C. Architectural features not to exceed an additional ten (10) feet in height.
- D. Building height shall be measured as defined in general definitions.
- E. Parking structures shall not exceed three (3) levels or thirty-two (32) feet. The height of the highest parking surface shall not exceed the crown of the loop road closest to the seawall.

2. Setbacks:

- A. East: Seventy-five (75) feet from the east edge of the existing seawall excluding public seating, outdoor patio and dining areas (which shall be at least forty-five (45) feet from the east edge of the existing seawall), public shelters, signage and push carts.
- B. West: Seventy-five (75) feet from the property line.
- C. North: Two hundred (200) feet from the property line excluding public seating, public shelters, signage, and picnic pavilions, (which shall be at least thirty-five (35) feet from the property line and which shall be subject to conditional use approval by the planning and zoning board).
- D. South: Thirty-five (35) feet from the property line.

3. Building coverage: Fifteen (15) percent.

4. Maximum impermeable surface: Sixty-five (65) percent.

5. Floor area ratio. The maximum floor area ratio is 0.1.

d) Prohibited uses - All uses not specifically permitted.

Scope of Services

The intent of this solicitation is to acquire select professional services for the City of Lake Worth Beach to evaluate location feasibilities, perform required studies and develop potential options/scenarios for the facility and lead the City through the process of planning and implementation of the future development for the Casino complex and pool located at City of Lake Worth Beach.

The selected firm shall be responsible for all needed services which include but are not limited to the following:

- Engineering Services (structural, mechanical, electrical, plumbing, surveying and coastal)
- Coastal Zone Evaluation
- Schematic Design
- Design Development; design and construction phase services for capital improvements projects
- Civil Engineering
- Landscape and zoning studies and analysis
- Structural engineering
- MEP engineering

- Architectural services
- Geotechnical services
- Fire and Life Safety engineering
- Real estate feasibility and development studies
- Pool assessment
- Casino Building assessment
- Full review of site with definition of site limitations and opportunities
- Review of parking opportunities and options
- Options for Casino building and pool developments
- Potential for commercial development possibilities and P3
- Financial feasibility studies
- Estimates of potential revenue streams
- Development studies and opportunities
- Review and assessment of funding sources and grants
- Probable cost development for all projects and phases
- Development of operating costs for all options
- Compliance with applicable Codes and Regulations
- Appropriate recommendations to applicable Codes, Regulations and Comprehensive Plan to facilitate options/scenarios envisioned and provided
- Budget development and review
- Conceptual Design Documents
- Design Development Documents
- Construction Documents
- Permitting with applicable agencies
- Negotiating with sub-consultants, building contractors, and subcontractors
- Solicitation management with bid evaluations and recommendations
- Negotiations of contracts on behalf of the City
- Public involvement and community outreach
- Policy Development and Guidance
- Preparation of land development regulation and land use amendments, ordinances and resolutions as well as other necessary regulatory documents
- Community outreach and stakeholder meetings, workshops and charettes
- City Commission Presentations & Commission guidance
- Project Management/Programming
- Engineering Contract Administration
- Other services as develop through the process.

The City reserves the right, in its sole discretion, to award a contract for all or part of the services set forth above.

Subconsultants may be included to cover the broad scope of each category, but the selected firm will be required to assume responsibility for all services offered in their proposal. The selected firm will be the sole point of contact concerning all contractual matters.

Under this contract, the City will have the ability to expedite work through individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on the “Fee Schedule” and any additional negotiated services required within the scope of work. The contract will be inclusive of a termination clause. Prior to the execution of the contract, the City will request an original certificate of insurance in keeping with Section 11 of this solicitation, a fee schedule, and other documentation as necessary, which will be appended as Exhibits to the Consulting Agreement. Prior to any work being ordered on a Task Order (which would be appended to a City Purchase Order), the fee, including hours per rate category, individuals performing the work, profit, direct expenses attributed to the project, etc., may be negotiated, after the specific scope of work has been defined.

NOTE: Fee schedules shall not be submitted with qualifications. They will be required during the negotiation phase which is after shortlisted announcement by the City.

DRAFT

EXHIBIT B

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____
Signature Print Name

Title: _____

Physical
Address: _____
Street
City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

EXHIBIT C

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications 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

Name:

Position:

EXHIBIT D

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

REFERENCES

List below or on an attached sheet similar past projects. Please 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 similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Contact Person Name: _____

Title: _____

Description of services: _____

Project Location: _____.

Completed on time: Yes___ No___ (explain: _____).

Completed within budget: Yes___ No___ (explain: _____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Contact Person Name: _____

Title: _____

Description of services: _____

Project Location: _____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes___ No___ (explain:_____).

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____

Fax: (____)_____

Contact Person Name: _____

Title: _____

Description of services: _____

Project Location: _____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes___ No___ (explain:_____).

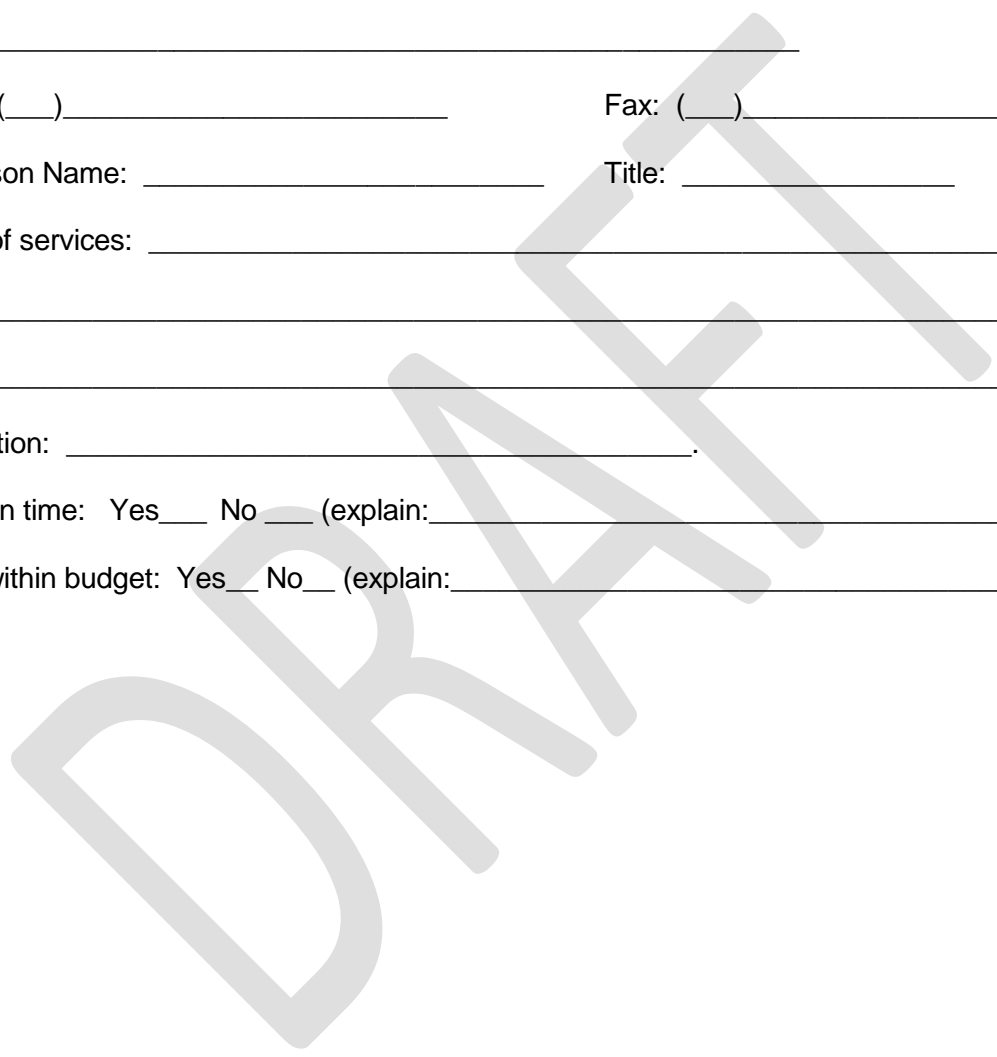


EXHIBIT E

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

CAMPAIGN CONTRIBUTION STATEMENT

This RFQ 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, 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.

Vendor 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.

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.

By: _____

Print Name: _____

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 _____, 201__.

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 F

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

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 Consultant has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Consultant is not on the Scrutinized Companies that Boycott Israel List nor is the Consultant engaged in a boycott of Israel.
3. If awarded a contract, the Consultant 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 Consultant 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 Consultant is not on the Scrutinized Companies with Activities in Sudan List.
2. The Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Consultant is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Consultant 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 Consultant 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.

EXHIBIT G

REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

Veteran Business Enterprise, Small Business and/or 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 RFQ.

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 RFQ and attached to this form. Documentation submitted after the RFQ 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: _____

EXHIBIT "H"
REQUEST FOR QUALIFICATIONS RFQ # 24-XXX

Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFQ:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of

this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Consultant agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the DOJ Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, the Consultant acknowledges that DOJ financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, DOJ policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Consultant is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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EXHIBIT "I"

Additional Documentation and Historic Conceptual Plans

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