



## **REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ #04-2022**

### **COUNTRY CLUB AKA DRAWBRIDGE CAFÉ MANAGEMENT LEASE**

**PURCHASING DIVISION  
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST  
BELLE GLADE, FL 33430-3900**



## NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

Sealed QUALIFICATIONS packages shall be received by the City of Belle Glade Office of the City Clerk on the date, time, and location listed below, at which time all qualification packages submitted shall be publicly announced. QUALIFICATIONS packages received after the designated time and date shall be rejected as non-responsive.

RFQ Number: 04-2022  
 RFQ Name: Countryclub AKA Drawbridge Café Management Lease  
 RFQ Advertising Date: 7/17/22  
 RFQ Closing Date/Time: 8/30/22 @ 3:00PM in the City Commission Chambers  
 Pre-Proposal Meeting: **YES**

A non-mandatory pre-proposal meeting and site inspection will be held at the City of Belle Glade Commission Chambers in City Hall, located at 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900 on Wednesday, August 10<sup>th</sup>, 2022 at 10:00AM.

All potential proposers are encouraged to attend.

Additional site inspections must be arranged in advance by emailing the contact person in advance.

Contact Person: Neil Appel, C.P.M., Purchasing Manager  
 Email: [nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com)

**Start all email subject lines with the RFQ number for faster recognition.**

Questions Deadline: August 17<sup>th</sup>, 2022 @ 5:00PM.

Submit RFQ to:: City of Belle Glade Office of the City Clerk  
 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900

RFQ Scope of Work: The City of Belle Glade, is accepting sealed leasing proposals to manage the Drawbridge Café. See Scope of Services for details.

Proposed Shortlist Date: 9/12/2022 @ 10:00AM in the City Commission Chambers

Proposed Interview Date: 9/26/2022 @ 10:00AM in the City Commission Chambers

Proposed Award Date: To be determined

RFQ Documents may be obtained from the Purchasing Website <https://www.bellegladegov.com/RFQs> Proposers who obtain solicitation documents from other sources than the Purchasing Division are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Purchasing Division website. Proposers obtaining bid documents from the Purchasing Division website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, TEN (10) PHOTOCOPIES, AND ONE (1) THUMB DRIVE OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFQ Number, and time and date of the RFQ opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

**Proposers may not withdraw their RFQ for a period of one hundred twenty (120) calendar days after the day set for the closing of RFQs.**

**CAUTION:** It is the proposer's responsibility to ensure that QUALIFICATIONS are received in the Office of the City Clerk prior to the date and time specified above. Receipt of a proposal in any other City office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are tentative and subject to change according to the needs of the City.**

The City reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for QUALIFICATIONS, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the City.

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## **SECTION 1-DEFINITIONS**

1. **LEASE AGREEMENT/CONTRACT:** The written Lease Agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Qualifications and entered into between the City and the successful Proposer.
2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the CITY concerning the contract documents.
3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **CITY:** The City of Belle Glade, a political subdivision of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.
5. **EVALUATION COMMITTEE/EC:** City staff and/or outside consultants assigned to evaluate the submitted qualifications per Commission policy.
6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the proposal submittal, which disseminates to all proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the City.
7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Division pursuant to City and State requirements.
8. **PROPOSER:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFQ Proposer shall mean the same thing as the BIDDER.
9. **“PROVIDER”, “BIDDER”, “CONTRACTOR”, OR “SUCCESSFUL PROPOSER” OR “CONSULTANT”:** The firm or individual receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
10. **PURCHASING DIVISION:** The Purchasing Division of the City of Belle Glade.
11. **QUALIFICATIONS/PROPOSAL:** shall refer to any Offer(s) submitted in response to this Request for qualifications.
12. **REQUEST FOR QUALIFICATIONS, QUALIFICATIONS, RFQ”, OR PROPOSAL:** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be totally limited to price.

It includes all exhibits and attachments as approved by the City, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for Qualifications while retaining the same meaning.

13. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.



- 14. RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation
- 15. SUBCONTRACTOR/ SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the successful proposer.
- 16. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.
- 17. VENDOR:** An actual or potential supplier of goods and/or services interchangeable with the term bidder, Consultant, and/or contractor.



## **SECTION 3 - SCOPE OF SERVICES**

### **1. General Information**

3.1 The City Commission of the City of Belle Glade (hereinafter referred to as the "City") is accepting sealed proposals from qualified firms or individuals (hereinafter referred to as "Vendor") to operate a commercial food and beverage restaurant operation at the old Country Club AKA Drawbridge Cafe Facility.

The beverage service will include a full service bar providing beer, wine, and liquor to include a variety of mixed and non-mixed drinks. The Proposer is required to hold a liquor license and, if they do not currently hold a license, that they will be required to secure a liquor license within 120 days of the effective date of the Lease or, otherwise, the Lease may be subject to termination.

The intent is that the selected vendor will enter into a commercial lease Agreement with the City for a period of at least three (3) years as negotiated in the lease. Attached to this RFQ as Attachment "B" is a copy of the proposed lease Agreement. The proposed lease Agreement is to be used as the foundation for negotiations between the City and the selected vendor for a restaurant lease Agreement. The property is to be improved, if necessary, leased, managed and operated by the selected vendor at no cost to the City. The property and its improvements are offered "as is, where is" by the City. Additional items to be negotiated between lessee and the City may include:

- 3.1.1 Rent
- 3.1.2 Operational hours/days, week and weekend hours
- 3.1.3 Type of meal service
- 3.1.4 Equipment
- 3.1.5 City involvement, if any;
- 3.1.6 Renovations
- 3.1.7 License of the name
- 3.1.8 Security/safety systems

The information contained in this RFQ is published solely for the purpose of inviting prospective proposers to consider the project described herein. Prospective proposers should perform their own due diligence investigations, projections and their own conclusions without reliance upon the material contained herein.

3.2 Belle Glade is the largest city within the 2,862,00-acre subtropical Everglades in the heartland of Florida. Belle Glade has five elementary schools, 1 middle school, 1 high school, and a private school as well as a campus of Palm Beach State College.

In addition, Belle Glade has a local theater, the Dolly Hand Cultural Arts Center, that has been providing the community with quality arts and entertainment since 1982 and a local museum, the Lawrence E. Will Museum of the Glades, with a collection of artifacts from the Seminoles, early pioneer settlements, agricultural tools and innovations, the early hurricanes of the 20th century, and local history records through the 1960s.

3.3 This facility was formerly known as the Country Club Drawbridge Café located on the front nine holes of the local golf course, is a city-owned facility of approximately 4300 square feet (inside building measurement) located at 3300 West Canal Street N, Belle Glade. It is less than one-quarter mile from the City's campground and marina.

The Country Club AKA Drawbridge Café building is situated to the South of and adjacent to State Road 717 located at the Belle Glade Municipal Golf Course, Belle Glade, Florida in Section 26, Township 43 South, Range 36 East, Palm Beach County, Florida. The property is zoned A-1 Agricultural (04 Belle Glade) with special uses subject to commission approval.



3.4 The City assumed operation of the golf course on October 1, 2017 and has already made significant improvements with many other improvements in progress or in the planning stage. In addition, the City has made many improvements to the City's campground and continues to enhance the marina area. The campground offers 350 campsites, tent camping, boat ramps, picnic facilities and miniature golf. It is in walking distance to a challenging 18-hole public golf course.

The marina area features camping sites, RV sites, nature and walking trails, an amphitheater, nature education center, a pavilion, an observation tower and other recreational facilities. The proposer's operation should further enhance the Golf Course, Marina, and campground areas. The improvements to the golf course, campground and marina have helped to increase tourism to the Glades area in addition to a large number of tourists who currently visit Belle Glade between the months October and March. The City is located in Palm Beach County, Florida, serving a population of just under eighteen thousand citizens, with an annual operating budget of approximately twenty nine million dollars (\$29,000,000).

3.5 This RFQ states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the City proposes to govern the relationship between it and the selected vendor.

3.6 The selected vendor will conduct a commercial operation under the following guidelines at the Country Club/aka Drawbridge Cafe Facility:

3.6.1 Furnish, install and maintain all equipment, furnishings, materials and inventory necessary for the proposed commercial restaurant operation.

3.6.2 Maintain a clean, safe and welcoming environment within the Country Club AKA Drawbridge Cafe Facility, including the restrooms.

3.6.3 Maintain the exterior and grounds of the City's Country Club AKA Drawbridge Cafe Facility to be aesthetically pleasing and in accordance with all City and County ordinances.

3.6.4 Design, construct, install and pay for any improvements to the property above those that the City has completed that are necessary for the commercial operation. Any such improvements shall require the prior written approval of the City and shall be carried out in accordance with all applicable ordinances, laws and regulations.

3.6.5 Comply with all local, state and federal regulations for restaurant facilities and business operations. Additionally, the property and its improvements must comply with applicable building, fire, zoning, health, and all other applicable city, county, state and federal requirements.





## **SECTION 4 – QUALIFICATIONS**

The City of Belle Glade (hereinafter referred to as the City), is accepting submittals from qualified firms or individuals to provide services per the scope of work. Since the CITY must make a determination of a Consultant's qualifications prior to their employment, the qualifications Package of this Request for Qualifications shall be used by the City to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms shall be invited to make presentations and / or be interviewed for final evaluation.

Qualification submittals shall be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

## **SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE**

5.1 Qualification packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, the Request for Qualification (RFQ) Number and, RFQ Name, Due Date/Time]. The original and each copy shall be identified as follows: RFQ Number.

5.2 All responses to the, RFQ must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, ten (10) bound copies (a total of eleven (11) sets) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed qualifications must be received and time stamped in the City Clerk's Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any qualifications received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Purchasing Division. All packages must be clearly marked with the RFQ number, time and date of opening.

5.4 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

5.5 Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFQ requirements.

5.6 Failure to respond to all of the questions in the RFQ package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

5.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

## **SECTION 6 - TERM OF CONTRACT:**

6.1 The City anticipates awarding a single contract for this project. The term of the lease shall be three (3) years after execution of the lease by both parties and is negotiable in the lease to also include renewals. The



awarded firm is required to enter into a Lease Agreement within ten (10) days of its receipt of the final negotiated draft of the Lease Agreement from the City. The Lease Agreement will incorporate this RFQ, the Consultant's proposal (or sections thereof) and the terms and conditions negotiated by the parties.

6.2 The Lease Agreement will contain performance-based criteria and milestone timelines for deliverable items.

## **SECTION 7 – INQUIRIES**

7.1 Inquiries concerning Qualification Submittals should be made in writing via email (preferred, with attachments using Word software) or facsimile and directed as follows:

City of Belle Glade Purchasing Division  
Attn: Purchasing Manager  
110 Dr. Martin Luther King Jr. Blvd W.  
Belle Glade FL, 33430-3900  
[nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com)

**7.2 CONTACT WITH THE CITY'S ELECTED OFFICIALS OR CITY PERSONNEL OTHER THAN THE PURCHASING DIVISION CONTACT REGARDING THIS REQUEST FOR QUALIFICATIONS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.**

## **SECTION 8 - SELECTION PROCEDURE**

8.1 The Selection Procedure is a two (2) step process.

### **STEP 1**

The evaluation committee (herein after called EC) shall be responsible for short-listing the most qualified firms. The EC may also, at its sole discretion, request additional or clarifying information (through the Purchasing Manager) from any responder. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder.

### **STEP 2**

Shortlisted firms may be invited to appear in front of the EC and/ or City Commission for oral presentations and/ or discussions on its qualifications and methodology.

Shortlisted firms may be asked additional questions to determine which firms/individuals are called for interviews.

**Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Substitution of team members at the oral presentations/interviews shall result in that team's disqualification.**

**SHORTLISTED FIRMS SHALL BE REQUIRED TO SUBMIT A BUSINESS PLAN AND PROPOSED MONTHLY LEASE PAYMENTS TO THE CITY.**

Negotiations shall begin as follows:

A tentative lease shall be negotiated with the most qualified firm (top ranked proposer) for services at compensation which the City Commission's designee(s) determine(s) is fair, competitive, and reasonable.



In the event that the City is unable to reach agreement with the top-ranked offeror, the City will proceed, at its sole discretion, to negotiate with the next ranked offeror as ranked by the City sequentially until a mutually satisfactory lease is reached.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission.

The awarded firm shall be selected on the basis of:

- Proposed lease rent amount by year for the three year contract period;
- The financial responsibility of the offeror;
- Proven skill and experience;
- Abilities to timely perform the lease;
- Proposed commercial operation impact and:
  - enhancement of the golf course, campground, and marina;
- Previous satisfactory performance;
- And such other abilities of the offeror that the City in its sole discretion determines will enable it to perform effectively and efficiently the lease being proposal upon.

8.2 The City reserves the right to reject any and all qualifications packages. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City, to best serve the public interest of the City.

8.3 The Submittal Package (or sections thereof) of the successful respondent(s) shall be incorporated in any Lease/Contract that ensues.

8.4 Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The selected consultant(s) will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

8.5 The City reserves the right to retain qualifications and use ideas from them.

## **SECTION 9– REJECTION CRITERIA**

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- 9.1 All questions, instructions, and forms in the Qualification package have not been properly completed so as to not be able to render an evaluation.
- 9.2 The RFQ response is found to have concealed or contained false and/or misleading information.
- 9.3 The City did not receive the RFQ package prior to the submittal deadline.
- 9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.5 The Qualification package signature page is not properly executed.
- 9.6 Substitution of (SF) 330/255/254 (or similar form) for Tab #3, Proposed Management Team, and Tab#4, Related Restaurant Management Experience.
- 9.7 Submitting a Compilation Financial Statement if a financial statement is required.



## **SECTION 10 - WAIVERS**

The City in its sole discretion, reserves the right to reject any and all qualifications, accept any Qualification packages or any combination of qualifications or waive any minor irregularity or technicality in qualifications received and may, at its sole discretion, request a re-qualification, when in its sole judgment, it will best serve public interest.

## **SECTION 11 - EVALUATION METHODOLOGY**

11.1 The City reserves the right to contact any of the firms listed in this RFQ (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the submittal or not.

11.2 The City EC shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the qualifications, rank the firms, and may recommend the top ranked firms for oral presentations/ interviews.

11.3 The Qualifications proposal shall be evaluated as follows:

<b>Criteria</b>	<b>Max Points</b>
Experience of Team Members	30
Company Restaurant Experience	25
Overall Understanding, Methodology, & Timeline	40
References	5
Financials	Pass/Fail
Responsiveness	Point Deduct
<b>MAXIMUM POINTS</b>	<b>100 POINTS</b>

11.4 To obtain the best possible score it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

## **SECTION 12 - ADDENDA**

12.1 If revisions become necessary, the City will provide written addenda through the City website at least five working days prior to the opening date. It is the sole responsibility of the proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.12 that you have received any addenda.

## **SECTION 13 - INSURANCE**

The Consultant shall procure and maintain during the life of this Lease Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the City with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the City's approval for adequacy. The City shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Lease Agreement. The City shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:



### 13.1 WORKERS' COMPENSATION

The Consultant shall provide and maintain during the life of this Lease Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

### 13.2 COMMERCIAL GENERAL LIABILITY

The Consultant shall provide and maintain during the life of this Lease Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

### 13.3 COMMERCIAL AUTO LIABILITY

The Consultant shall provide and maintain during the life of this Lease Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

### 13.4 PROFESSIONAL LIABILITY

The Consultant shall provide and maintain during the life of this Lease Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

### 13.5 OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

The City, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured's for any and all liability arising out of the Consultant's performance of this Lease Agreement, or out of automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on scope of protection offered to the City, its Officers, Officials, Employees, Agents and Volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the City, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the City, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its Officers, Officials, Employees, Agents, or Volunteers.

The Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.

## **SECTION 14 INDEMNIFICATION**

Proposer recognizes the broad nature of this article and voluntarily agrees to indemnify the City of Belle Glade Commission to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

**SECTION 15 - PROHIBITION ON CONTINGENCY FEES.**

The resulting contract with the selected proposer shall contain the following prohibition against contingent fees:

Proposer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this Lease Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Lease Agreement." For the breach or violation of this provision, the City shall have the right to terminate the Lease Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 16 – PUBLIC RECORDS:**

Upon receipt, all qualifications and information submitted with each qualification become "public record", property of the City and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, offerors must invoke the specific exemptions to disclosure provided by law in their qualification by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting Lease may be reviewed by any person after the Lease has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting Lease from it. Disqualification of an offeror does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting Lease shall include a provision that requires the contractor, if applicable, to comply with public records laws, specifically to:

16.1 Keep and maintain public records that would be required by the City in order to perform the service.

16.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

16.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Lease. Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Lease shall also provide that if a contractor does not comply with a public records request, the City shall enforce the Lease provisions in accordance with the Lease.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL DBUFF@BELLEGLADE-FL.COM, OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.**



**SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:**

In accordance with Palm Beach County ordinance number 2011-009, qualifications submitted, and contracts negotiated pursuant to this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

**SECTION 18 - SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:**

The CITY strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

**SECTION 19 – DRUG-FREE WORKPLACE**

In accordance with section 287.087, Florida Statutes, preference shall be given to proposers with drug-free workplace programs. Whenever two (2) or more qualifications, which are equal with respect to price, quality and service, are received by the City for the procurement of commodities of 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 receive such preference, the Proposer shall complete and submit with its Proposal the certification attached hereto **as Attachment C “Drug-Free Workplace Form”**.

**SECTION 20 – PUBLIC ENTITY CRIMES**

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Proposer shall complete and submit with its Proposal **Attachment B “Public Entity Crime Statement”**.

**SECTION 21 – ANTI-COLLUSION**

The Proposer certifies, through the submittal of its Qualifications/Proposal, that this Qualifications/Proposal is made without prior understanding, Lease Agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications/proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the City may reject qualifications, terminate the resulting contract and/or prohibit the violator from bidding on future City projects. The Proposer shall complete and submit with its Proposal **Attachment A “Non-Collusion Affidavit”**.

**SECTION 22 –CONFLICT OF INTEREST/CODE OF ETHICS**

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. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any proposer violates or is a party to a violation of an applicable Code of Ethics, such proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the City.



The award of a Lease under this RFQ is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Proposal **Attachment D "Conflict of Interest Form"** attached hereto.

### **SECTION 23 – E-VERIFY**

If awarded a contract, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant 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 this Lease Agreement) 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 this Lease Agreement) 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 this Lease Agreement;
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 this Lease Agreement; and
6. Be aware that if the City terminates this Lease Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least 1 year after the date on which the Lease Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Lease Agreement.

### **SECTION 24 – SCRUTINIZED COMPANIES**

24.1 Proposer submitting a response must 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 a resulting contract at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer 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 contract.

24.2 If the contract that may result from this RFQ is for one million dollars or more, the Proposer must certify that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate a resulting contract at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of resulting contract.

24.3 The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the contract.

24.4 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

24.5 The Proposer shall complete and submit with its Proposal **Attachment E "Scrutinized Companies Certification Form"** attached hereto.



**SECTION 25 – DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that 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 firm's own risk. Firms 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 firm 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.

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

**SECTION 26 – PROTESTS**

Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, section 2-431 of the Code of Ordinances. Venue for any dispute regarding this RFQ shall be in Palm Beach County, Florida.



## **SECTION 27 - SUBMITTAL PACKAGE**

Submit this portion of the Request for Qualifications as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding the Lease and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Lease shall cause the City to reject the qualifications package, and if after the award, to cancel and terminate the award and/or Lease.

### **TAB #1**      **Consultant Profile:** Complete the following Information

#### 1.1. If a corporation, complete the following:

- 1.1.1. Firm name, address, and phone number: (specify if different than parent company)
- 1.1.2. Address of proposed office in charge (including Phone No. And Fax No., **email address**)
- 1.1.3. Type of firm: corporation, individual, other; If corporation, complete the following:
- 1.1.4. Date incorporated
- 1.1.5. State of incorporation
- 1.1.6. Date authorized to do business in Florida
- 1.1.7. President, Vice President, Secretary
- 1.1.8. Authorized representative, phone, fax and email
- 1.1.9. Federal Employers Identification Number

#### 1.2 If partnership, complete the following:

- 1.2.1 Firm name, address, and phone number: (specify if different than parent company)
- 1.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
- 1.2.3. Date organized, Type: General, Limited
- 1.2.4 Names and addresses of Partners
- 1.2.5 Authorized representative, phone, fax and email
- 1.2.6 Federal Employers Identification Number

1.3 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.

1.4 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

1.5 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

1.6 Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details including Vendor number, date suspended/convicted, agency involved. Please note number 1.11.1

1.6.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not



submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.6.2 The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a (e) [Section 274A9e) of the Immigration and Nationality Act (INA)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Lease Agreement by the City.

1.7 If applicable: I have received addenda # \_\_\_\_\_ through addenda# \_\_\_\_\_.

**TAB #2 Letter of Transmittal:**

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

**Tab #3 Proposed Management Team :**

For each individual listed, show discipline(s) of licensure/training and City of residence. Also include when the team members are available to begin work on this project.

For each team member please list the following:

3.1 Name, position,

3.2 Resume

3.3 A statement confirming that those assigned to provide the proposed commercial business operation and the vendor have complied with all applicable local, state and/or federal rules and regulations regarding the provision of such operation and a list of all applicable licenses.

3.4 Florida State License Number (Division of Professional Regulation); if applicable

3.5 Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Division of State. Submit copy under Tab #9.

**TAB #4 Related Restaurant Management Experience**

	Restaurant Name, Location, Contact person, information, phone, email	Type of Beverage Food service	Dates managed	Team member	Average Daily Covers	Average Monthly Revenue	Current, or past Operation
1.							
2.							
3.							

If possible, add additional contacts for a total of five.

**TAB #5 Overall Understanding, Methodology & Timeline**

Describe your firm's concept for this Country Club/aka Drawbridge Cafe.. Provide a brief history of your firm, its experience and success in providing such services and the ability to enhance the golf course, marina and campground operations.



State whether you have a liquor license, and if you do not have a liquor license explain how you will obtain one under the City's 120 day stipulation for obtaining a liquor license.

Describe in detail the commercial business operations for the Country Club/aka Drawbridge Café, proposed renovations, if applicable and a timeline of when the operation will be open for business.

**TAB #6 Financials**

Submit proof of the firm's financial capability to complete the proposed project. Acceptable Financial information are Audited or Certified financial statements or other financial documents no more than two (2) years old showing your firm's financial position. Submit these documents in a separate, sealed envelope or package marked **"CONFIDENTIAL."** **A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR SUBMITTAL TO BE REJECTED AS NON-RESPONSIVE.**

**TAB#7 Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)**

All of the following forms must be executed and included in your step 1 submittal package or your submittal may be considered non –responsive.

- 7.1 Attachment A Non-Collusion affidavit
- 7.2 Attachment B Public Entity Crime Statement
- 7.3 Attachment C Drug Free Workplace Form
- 7.4 Attachment D Truth-In-Negotiation Certificate and Affidavit
- 7.4 Attachment E Conflict of Interest Form
- 7.5 Attachment F Scrutinized Companies Certification Form
- 7.6 Attachment G Proposer Certification and Signature Page **(Mandatory rejection if not included and executed).**

**TAB# 8 Reference Check**

Submit at least three (3) business references. Include:

- 8.1 Person's name, company name
- 8.2 Address, email and telephone number

The City reserves the right to contact any of the firms listed in this RFQ or to call any entity to check past performance whether listed in the submittal or not.

**TAB #9 Additional Attachments:**

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

**9.1 NOTE: For the APPLICANT FIRM ONLY:**

- 9.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Commission(s) for your firm and each of the license numbers listed in Tab #3.
- 9.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement
- 9.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 9.1.4 Submit firms' business tax receipt.
- 9.1.5 Attach sample insurance forms here.
- 9.1.6 Attach a copy of your firms liquor license here.

**ATTACHMENT "A"****NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. PROPOSER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached qualifications package and of all pertinent circumstances respecting such qualifications.
3. Such Qualification Package is genuine and is not a collusive or sham Proposal.
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by Lease Agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful Lease Agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful Lease Agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

( ) DID take an oath, or ( ) DID NOT take an oath.

**ATTACHMENT B****SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Lease Agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of



Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

**ATTACHMENT C****DRUG FREE WORKPLACE CERTIFICATION**

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
7. Your firm's Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

*PROPOSER'S Signature*

---

(Print or Type Name)



**EXHIBIT "D"****CONFLICT OF INTEREST STATEMENT**

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the City of Belle Glade, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the City of Belle Glade any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF BELLE GLADE.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

**IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED**, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR LEASE AGREEMENT, IF ONE IS ENTERED INTO.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name, Title

**ATTACHMENT "E"****SCRUTINIZED COMPANIES CERTIFICATION FORM**

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

The following certifications apply to all procurements:

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

**PROPOSER:**

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Printed Name of Notary \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## ATTACHMENT "F" PROPOSER CERTIFICATION AND SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per Lease Agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Lease.
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.
3. The Proposer has read and complied with, and submits their qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the City vendor list(s).
5. **Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**
6. Proposer understands that all information listed above may be checked by the City and Proposer authorizes all entities or persons listed in this Request for Qualifications submittal to answer all questions. Proposer hereby indemnifies the City and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
7. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
8. The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish a Lease Agreement;
9. That the offeror shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ;
10. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFQ and may lawfully accept an award if selected; and,

Submitted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Please check one: \_\_\_\_ Individual \_\_\_\_ Partnership \_\_\_\_ Non-incorporated Organization



Witness

Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) \_\_\_\_\_.