



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 02, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Preston Smith of American Atheists
3. **PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Accept awards from the International Economic Development Council (IEDC) and City-County Communications & Marketing Association (3CMA)
 - B. Accept Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada
 - C. Proclamation declaring December 1, 2014 as World AIDS Day
 - D. Living Shoreline Improvements by Palm Beach County
 - E. Firefighters Pension Trust Fund, Division 2 update
 - F. Sunset Ridge Neighborhood Association update
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Use of \$23,415 in State Law Enforcement Forfeiture Funds to purchase a security system from Q-Star Technology

Agenda Date: December 2, 2014, Regular Meeting

- B. Ratify appointment of board members to the Electric Utility Advisory Board
- C. Purchase Authorization for Badger water meters from Innovative Metering Solutions, Inc.
- D. Task Order 1 with URS Corporation Southern for temporary engineering services
- E. Variance agreement with Robert A. Lepa to allow brick pavers on a driveway and City right-of-way at 728 North Lakeside Drive
- F. Variance agreement with Iran Guzman to allow brick pavers on a driveway and City right-of-way at 1752 22nd Avenue North
- G. Authorize a piggyback of the Florida Sheriffs' Association contract for tires and related services
- H. Interlocal Agreement with Palm Beach County to transfer ownership, maintenance, and control of Boutwell Road to the City
- I. Temporary Construction Easement Agreement with Palm Beach County's Department of Environmental Resource Management for "Living Shoreline" improvements at Bryant Park
- J. Terminate a contract with Employee Assistance Professionals of South Florida, Inc.
- K. Purchase Order with Wright National Flood Insurance Company for flood insurance coverage for Fiscal Year 2014-2015
- L. Purchase Order with Plastridge Agency-PBGO for special events liability insurance coverage for Fiscal Year 2014-2015

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2015-01 - First Reading - designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road and schedule the public hearing date for January 6, 2015
- B. Authorize payment for election costs of August 26, 2014 election

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (there is no public comment on Presentation items)

- 1) Update on the electric utility system

Agenda Date: December 2, 2014, Regular Meeting

B. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

C. PUBLIC HEARING:

D. NEW BUSINESS:

- 1) Purchase various distribution transformers from Wesco Distribution, Gresco Utility Supply, and HD Supply for Fiscal Year 2015
- 2) Florida Municipal Electric Association Membership Dues for October 2014 thru September 2015
- 3) Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System
- 4) Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. January 6, 2015 Draft Commission Agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Firefighters Pension Trust Fund - Division 2 update

SUMMARY:

Captain James Nevad, Board Chair, will update the Commission on activities that have taken place since the last update.

BACKGROUND AND JUSTIFICATION:

The Board members shall implement the provisions of Florida State Statutes, Chapter 175. The members serve three-year terms. The last update provided by the Firefighter's Pension Trust Fund- Division 2 was on November 5, 2013.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Update provided by the Sunset Ridge Neighborhood Association

SUMMARY:

Mr. Ryan Oblander, Sunset Ridge President, will advise the Commission on activities in the neighborhoods since the last update.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Sunset Ridge Neighborhood Association was on December 3, 2013.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Use of \$23,415 in State Law Enforcement Forfeiture Funds to purchase FlashCam security system

SUMMARY:

Authorize the use of \$23,415 in State Law Enforcement Forfeiture Funds to purchase FlashCam security system.

BACKGROUND AND JUSTIFICATION:

The FlashCAM is a proactive solution to stop nuisance crimes. For over 18 years, Q-Star Technology has been helping cities across the country address issues of nuisance crimes with the FlashCAM portable crime deterrent systems. The FlashCAM is a crime fighting tool designed specifically to protect cities from nuisance crimes such as graffiti, vandalism, illegal dumping, metal/equipment theft and other unwanted activities. These types of crimes destroy property, increase liability risks and deplete precious resources and budgets. The longer these issues are not addressed, the bigger the problem becomes.

Since the FlashCAM is a deterrent system rather than surveillance, the security efforts are proactive instead of reactive to the crime. The unique features (i.e: motion-triggered strobe flash and customizable voice warning) stop the criminals before they can strike. The system also captures high resolution (12+ megapixel) images of the activity, suspects and license plates, even in complete darkness (approx. 250 ft.). The clarity of the captured images allows law enforcement to identify and prosecute these criminals with this key evidence.

There are no infrastructure requirements and no expensive installation costs involved. The FlashCAM is completely self contained. There is no hard wiring required with the solar-charged battery. This simplifies installations and system movement. Many FlashCAM users partner with other departments within their city to rotate their systems to various locations such as: parks, schools, power substations, recycling facilities, bridges/highways, water reservoirs, historical monuments etc. The portability and ease of installation of the FlashCAM, as well as the versatility on a range of applications, allow cities to develop a comprehensive program to combat nuisance crimes within their community in even the most remote locations.

The FlashCam is a portable solution for nuisance crimes. Once specific issues have been addressed, the system can be moved to other 'hot spots' replacing it with a Decoy system. Unlike traditional 'dummy cameras', FlashCAM decoys are usually much more effective when they have been deployed after the FlashCAM has made its presence known.

MOTION:

I move to approve/not approve, contingent on prior application approval of the Palm Beach Sheriff Office, the use of \$23,415 in State Law Enforcement Forfeiture Funds for the purchase of security FlashCAMs from Q-Star Technology.

ATTACHMENT(S):

Fiscal Impact Analysis

Quote

Presentation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	23,415	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	23,415	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: State Law Enforcement Forfeiture Fund

Leisure Services		State Confiscated / Forfeiture Fund				
Account Number (s)	Account Description	FY 2015 Budget	Available Project Balance	Budget Transfer	Agenda Expenses	Remaining Project Balance
647-3010-521-49-90	Operating Expenses/Other	50,021	50,021	-	(23,415)	26,606

C. Department Fiscal Review: _JR_



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify appointment of board members to the Electric Utility Advisory Board

SUMMARY:

This item is to ratify the City Commission's appointment of Michelle Gordon as an at-large utility service area representative for a term ending on July 31, 2015, and Commissioner Szerdi's appointment of Sander Schrantz for the unexpired term ending on July 31, 2015.

BACKGROUND AND JUSTIFICATION:

On November 13, 2014, the Village of Palm Springs Council selected Michelle Gordon, with a 3-2 vote, to represent them as a member of the City's Electric Utility Advisory Board.

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

MOTION:

I move to ratify the City Commission's appointment of Michele Gordon to the Electric Utility Advisory Board for a term ending on July 31, 2015, and Commissioner Szerdi's appointment of Sander Schrantz for the unexpired term ending on July 31, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board Membership Applications



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Purchase Authorization for Badger water meters from Innovative Metering Solutions, Inc.

SUMMARY:

This Item authorizes the purchase of water meters at a cost not to exceed \$145,000.00 for Fiscal Year 2015.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department is requesting authorization to purchase Badger water meters from Innovative Metering Solutions, Inc. These meters will enable Water Distribution staff to continue their program of replacing water meters that are over 10 years old with newer, more accurate meters.

Innovative Metering Solutions, Inc. is the sole source vendor for Badger Meters in the state of Florida. See attached Sole Source letter.

Meters will be purchased in the following quantities and prices:

- **200** Badger's M25 5/8 X 3/4 METER W/ADE encoder register complete with Itrons's 100W water radio transmitter: 200 x \$198.90 = **\$39,780.00**
- **100** Badger's M55 1" meter W/ADE encoder register complete with Itron's 100W water radio transmitter: 100 x \$275.70 = **\$27,570.00**
- **75** Badger's M120 1 1/2' meter W/ADE encoder register complete with Itron's 100W water radio transmitter: 75 x \$478.50 = **\$35,887.50**
- **50** Badger's M170 2" METER W/ADE encoder register complete with Itron's 100W water radio transmitter: 50 x \$603.85 = **\$30,192.50**
- **70** Retrofit meters for ones existing in the field: 70 x \$164.75 = **\$11,532.50**

Total Purchase = **\$144,962.50**

MOTION:

I move to approve/disapprove a purchase with Innovative Metering Solutions, Inc. for an amount not to exceed \$145,000.00 for Fiscal Year 2015.

Attachments

- 1) Fiscal Analysis
- 2) Innovative Metering Solutions, Inc. Quote
- 3) Sole Source Letter

FISCAL IMPACT ANALYSIS

A. Three Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017
Capital Expenditures	0	0	0
Operating Expenditures	\$145,000	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-Kind Match	0	0	0
Net Fiscal Impact	\$145,000	0	0

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2015 Operations and Maintenance budget from account 402-7034-533.46-60.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.46-60	Meters/ Lines	N/A	\$209,900	N/A	\$199,313	-\$145,000	\$54,313

C. Fiscal Review:

Monica Shaner - Engineer
Larry Johnson – Director
Clyde Johnson – Finance



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Water and Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Task Order 1 with URS Corporation Southern for temporary engineering services

SUMMARY:

The Task Order authorizes URS Corporation Southern to provide temporary professional engineering services for a three month period when the permanent Utility Engineer is not available for a price not to exceed \$63,960.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth approved a Master Services (Standard Professional Consulting Services) Agreement with URS Corporation Southern dated July 1, 2014, awarded per RFQ 12-13-302. This Task Order 1 provides for professional engineering services needed for the Water and Sewer Utility Department while the permanent Utility Engineer is not available. This position is critical for department operations to continue, including site plan review of proposed new developments, review of engineering designs, review of capital projects and developing the department capital budget input for Fiscal Year 2016, as well as additional work designated by the Department Director.

MOTION:

I move to approve/ disapprove Task Order 1 with URS Corporation Southern for temporary engineering services for a price not-to-exceed \$63,960.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$63,960	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$63,960	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities Water/Sewer		FY2015 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
402-7010-533.31-90	Prof & Contract Services-Other	\$288,000	N/A	\$249,000	-\$63,960	\$185,040

C. Department Fiscal Review:

Larry Johnson – Director
Clyde Johnson - Finance Department



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Variance agreement with Robert A. Lepa to allow brick pavers on a driveway and City right-of-way at 728 North Lakeside Drive

SUMMARY:

The Agreement will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

BACKGROUND AND JUSTIFICATION:

Per the City Code, Section 19-26(d), all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On November 7, 2014 the Building Official authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense.

MOTION:

I move to approve/not approve a Variance Agreement with Robert A. Lepa.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Agreement



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Variance agreement with Iran Guzman to allow brick pavers on a driveway and City right-of-way at 1752 22nd Avenue North

SUMMARY:

The Agreement will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

BACKGROUND AND JUSTIFICATION:

Per the City Code, Section 19-26(d), all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On October 31, 2014, the Building Official authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense.

MOTION:

I move to approve/not approve a Variance Agreement with Iran Guzman.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Agreement



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Authorize a 'Piggyback' of the Florida Sheriffs' Association contract for tires and related services

SUMMARY:

The Authorization of a 'Piggyback' of the Florida Sheriffs' Association contract will allow the City of Lake Worth to purchase tires and related services per its contract vendor prices.

BACKGROUND AND JUSTIFICATION:

In an effort to maintain an efficient fleet maintenance operation that is in compliance with all City procurement standards, the Public Services Dept. has reviewed this contract and found it to be in the best interest of the City and the Department. The Public Services Dept. initially advertised to the public in April 2014 a Notice of Intent to Piggyback the Sheriff's Contract and offered the opportunity for vendors to provide pricing to the City for similar goods and services. The Department received proposals from two vendors and although the pricing was competitive to the Sheriffs' contract, it was higher in cost, confirming the decision to proceed with piggybacking the Sheriffs' Contract for Tires and Related Services (Bid No. 14/15-06-0131). A copy of the Florida Sheriffs' Association's contract can be viewed at the Public Services Department. Piggy-back purchases from the Sheriffs' Contract will be made by Purchase Order issued directly to the vendor with the award contract price.

MOTION:

I move to approve / not approve a 'Piggyback' of the Florida Sheriffs' Association contract for the purchase of tires and related services.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Interlocal Agreement with Palm Beach County to transfer ownership of Boutwell Road to the City of Lake Worth.

SUMMARY:

The Interlocal Agreement will transfer ownership of Boutwell Road through the Park of Commerce industrial corridor. The transfer will facilitate the implementation of a plan to develop the infrastructure, roadway network, and marketability of the area according to the City's standards and design criteria.

BACKGROUND AND JUSTIFICATION:

The Park of Commerce is bounded by Lake Worth Road to the south, 10th Ave North to the north, I-95 to the east, and the Keller Canal to the west. This area is currently underdeveloped due to the condition of the existing infrastructure and roadway network primarily owned and maintained by Palm Beach County. In an effort to increase the economic potential of the Park of Commerce, the proposed transfer of ownership provides an opportunity to develop the right of way into a functional and aesthetic roadway corridor that is in conformance with the latest City standards. The planned infrastructure requires that the roadway ownership and maintenance be transferred.

The financial impact to the City for the transfer is a yearly allocation of operational expenses inclusive of Grounds Division and Streets/Stormwater Division resources. The first two years of ownership shall have no impact to City resources and will be covered with current operational budgets. Once the Park of Commerce improvements are constructed, maintenance of the roadway, stormwater and green areas will be required and will be budgeted for accordingly.

MOTION:

I move to approve / not approve an Interlocal Agreement with Palm Beach County to transfer ownership of Boutwell Road from Palm Beach County to the City of Lake Worth.

ATTACHMENT(S):

Fiscal Impact Analysis

Boutwell Road Transfer Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	8,500	8,500	8,500
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	8,500	8,500	8,500
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

N/A in FY 2015 and FY 2016

C. Department Fiscal Review: __JB__



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Temporary Construction Easement Agreement with Palm Beach County's Department of Environmental Resource Management for "Living Shoreline" improvements at Bryant Park boat ramps.

SUMMARY:

The Agreement authorizes the County and their contractor to use a small construction staging area on City property for the installation of a "Living Shoreline" project in Bryant Park along the seawall north of the boat ramps.

BACKGROUND AND JUSTIFICATION:

The National Endowment for the Arts (NEA) funded \$40,000 to design and fabricate the living shoreline sculptural sections, which will include the installation of 11 units and approximately 90 feet of the shoreline.

The remaining 400 feet of seawall shoreline will include approximately 1,000 tons of rock rip-rap, filter fabric, and bedding stone to be used as a base. This will further protect the new seawall, provide oyster and artificial reef habitat, and help reduce wave attenuation. In addition to the rock rip-rap, approximately 500 tons of sand will be delivered to create the correct elevation for the spartina plants.

The construction and maintenance of the project has no impact on the City's capital or operating budgets and is fully funded through PBC ERM funds. The project budget is \$150,000.

MOTION:

I move to approve / not approve the Temporary Construction Easement Agreement with Palm Beach County Environmental Resource Management for the construction of the "Living Shoreline" project.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Temporary Construction Easement Agreement
Living Shoreline Design package



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Human Resources

EXECUTIVE BRIEF

TITLE:

Terminate a contract with Employee Assistance Professionals of South Florida, Inc.

SUMMARY:

The request authorizes the termination of a contract with Employee Assistance Professionals of South Florida, Inc. for employee assistance program services.

BACKGROUND AND JUSTIFICATION:

As a result of the recent reorganization in the Human Resources Department, it was learned that employee assistance services were being duplicated by both Employee Assistance Professionals of South Florida, Inc. and the City's medial health provider, Humana. In the best interest of the City, staff is requesting approval, under the terms and conditions of the contract, to submit a notice of termination to Employee Assistance Professionals of South Florida, Inc. effective January 31, 2015.

MOTION:

I move to approve/not approve terminating a contract with the Employee Assistance Professionals of South Florida, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Notice of termination letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	\$4,333	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$4,333	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Benefits						
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses (Rounded)	Remaining Balance
	EAP Services	6,400.00	6,400.00		2,067.00	4,333.00



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Human Resources- Risk

TITLE:

Purchase Order with Wright National Flood Insurance Company for flood insurance coverage for Fiscal Year 2014-2015

SUMMARY:

The Purchase Order will provide flood insurance coverage through Wright National Flood Insurance Company for FY 2014-2015 in an amount not to exceed \$13, 478.

BACKGROUND AND JUSTIFICATION:

On September 23, 2014, the City Commission approved a Purchase Order with Preferred Government Insurance Trust (PGIT) to provide excess property and liability insurance coverage for Fiscal Year 2014-2015. It was later learned that flood insurance with Wright National Flood Insurance Company was not part of this agenda item.

MOTION:

I move to approve/not approve a Blanket Purchase Order with Wright National Flood Insurance Company for Fiscal Year 2014-2015.

ATTACHMENT(S):

Fiscal Impact Analysis

Wright National Flood Insurance Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$13,478	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$13,478	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

HR/Risk Mgmt	Wright National Flood Insurance Company					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses (Rounded)	Remaining Balance
520-1331-513.45-70	Flood Insurance	1,015,200	95,437	0	(13,478)	81,959



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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Human Resources- Risk

TITLE:

Purchase Order with Plastridge Agency – PBGO for special events liability insurance coverage for Fiscal Year 2014-2015

SUMMARY:

The Purchase Order will authorize the Plastridge Agency to provide coverage for various city events at a cost not to exceed \$29,730.89.

BACKGROUND AND JUSTIFICATION:

On September 23, 2014, the City Commission approved a Purchase Order with Preferred Government Insurance Trust (PGIT) to provide excess property and liability insurance coverage for Fiscal Year 2014-2015. It was later learned that the special events liability coverage with Plastridge was not part of this agenda item.

MOTION:

I move to approve/not approve a Purchase Order with Plastridge Agency – PBGO for an amount not to exceed \$29,730.89 for Fiscal Year 2014-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Plastridge Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$29,730.89	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$29,730.89	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

HR/Risk Mgmt	Plastridge Agency - PBGO Company					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses (Rounded)	Remaining Balance
520-1331-513.45-70	Insurance Premiums	1,015,200	125,167	0	(29,730)	95,437



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-01 - First Reading - designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road and schedule the public hearing date for January 6, 2015

SUMMARY:

This Ordinance is for approval of Village at Lake Osborne, a Residential Planned Development (RPD), on a site 4.71 acres site consisting of 118-unit apartment complex.

BACKGROUND AND JUSTIFICATION:

The applicant, Affordable Housing Solutions Inc, is proposing to develop a 118 unit apartment complex located at 2430 Lake Worth Road. The site is 4.71 acres in area, currently vacant, and is less than the minimum site area of five (5) acres stipulated for an RPD. The project will provide market rate apartment housing.

The zoning code contains provisions for Planned Development Districts, which include Residential Planned Developments (RPD). The RPD designation allows site specific development regulations to be adopted, which in essence serves as a site specific zoning code.

The site plan was reviewed by the Site Plan Review Committee (SPRC) at their regular meeting on December 9, 2013. The SPRC recommended approval of the project subject to a number of conditions of approval.

At their November 5, 2014 regular meeting, the Planning & Zoning Board unanimously approved the Site Plan subject to the recommended conditions of approval. The Board also voted 5-0 to forward a recommendation to the City Commission to APPROVE the RPD, including a relaxation of the required five (5) acre minimum parcel size.

MOTION:

I move to approve/not approve Ordinance No. 2015-01 on first reading and schedule the public hearing date for January 6, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Ordinance

Application Materials

November 5, 2014 PZB Staff Report

November 5, 2014 PZB draft Meeting Minutes



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation
- Other: _____

Project Name: _____

Project Location: _____

Legal Description: _____ Date Platted: _____

PCN: 38-43-44-____-____-____ Existing Zoning: _____ Proposed Zoning: _____

Existing FLU: _____ Proposed FLU: _____

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Applicant Name (if different from Project Manager): _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Owner Name: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

_____ ("Owner") certifies that it is the owner of the property located at _____ ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes _____, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK:

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at www.municode.com.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: _____ Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the property owner authorized agent.

(Name - type, stamp or print clearly)

(Signature)

(Name of Firm)

(Address, City, State, Zip)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

I, _____, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

SUSTAINABLE BONUS INCENTIVE PROGRAM APPLICATION

Three (3) hard copies and one (1) electronic copy of the following materials are required in order for a **Sustainable Bonus Incentive Program Application** to be deemed complete and sufficient to present to the decision making board.

All development proposals seeking increased height above two (2) stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5/square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

A. Please indicate whether the development proposal includes bonus height or bonus intensity:

- Bonus Height
 No. of Additional Stories: _____ ("Bonus Height")
 Additional Gross Floor Area: _____ ("Bonus Area")
- Bonus Intensity
 Additional Floor Area Ratio: _____ ("Bonus Intensity")
 Additional Gross Floor Area: _____ ("Bonus Area")

B. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.

_____ SF x \$5/SF of Bonus Area = \$ _____
 (Bonus Area) (Value of Required Improvements)

TOTAL VALUE OF REQUIRED IMPROVEMENTS: \$ _____

C. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:

- On-Site Features and Improvements; Value: \$ _____ *
- Off-Site Improvements; Value: \$ _____ *
- Fee-In Lieu; Amount: \$ _____

*** PROVIDE A SEPARATE SHEET WITH A DETAILED DESCRIPTION OF THE PROPOSED IMPROVEMENT AND THE VALUATION OF THE SAME.**

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Authorize payment for election costs of August 26, 2014 election.

SUMMARY:

This item authorizes payment to the Supervisor of Elections for the August 26, 2014 election costs but not for the Supervisor's attorney's fees.

BACKGROUND AND JUSTIFICATION:

On August 26, 2014, the Supervisor of Elections for Palm Beach County conducted a primary election which included the City's bond referendum generally known as "Lake Worth 2020". The Palm Beach County Canvassing Board met on August 26, 2014 and thereafter to canvass the provisional ballots cast in the primary election. The official results as determined by the Supervisor based on the County Canvassing Board's review was that the City's bond referendum failed by 25 votes.

Of the 30 provisional ballots cast in the City of Lake Worth, 25 were rejected by the Canvassing Board. While some of the provisional ballots appeared to be properly rejected (e.g., the voter came back and voted by regular ballot or the voter voted at the wrong precinct), approximately 14 were rejected due to clerical errors by the poll workers. The most frequent error was the poll workers' failure to fill in the "Ballot Style" area on the provisional ballot envelope (directly underneath voter's certification). Some poll workers left the "Ballot Style" completely blank while others inserted "Prov". These clerical errors appeared to be the sole cause for rejection by the Canvassing Board.

The City raised this issue to the Supervisor and the Canvassing Board as contrary to Florida law and urged them to adopt procedures to resolve the issue. On October 7, 2014, the City approved Resolution 63-2014 which asked the Canvassing Board for a meeting to address the issue with the provisional ballots and the conduct of the Board's meetings from the August election. Prior to sending Resolution 63-2014 to the Board's attorney, the City discovered that on August 28, 2014, the Supervisor and the Canvassing Board requested an opinion from the Florida Department of State, Division of Elections, on the provisional ballot issue. The City Attorney then provided Resolution 63-2014 to the Canvassing Board's attorney, Ken Spillias, which he received on October 20, 2014. On October 21, 2014, Mr. Spillias discussed the matter with the Canvassing Board. On October 23, 2014, Mr. Spillias sent a letter to the City Attorney in regards to the Canvassing Board's review and response.

In Resolution 63-2014, the City requested that the Board (which includes the Supervisor of Elections) establish a procedure for eliminating clerical errors as a sole basis for rejecting a provisional ballot. The Board's response was that it decides each ballot based on the law and added, "As such, it does not have the authority to establish its own procedures for a broad category of potential ballot errors. This would constitute legislating, which it does not have the authority to do. As we have suggested throughout the various discussions we have been having with you concerning this, the remedy is with the Legislature, not the Canvassing Board".

While the Board's response is disappointing and contrary to the City Attorney's review of the law, the Board will likely be re-considering its position in view of the Department of State, Division of Election's opinion in response to the Supervisor of Elections and Board's request for the same. A copy of the opinion is attached. The opinion concludes:

Each supervisor of elections should implement procedures to ensure the canvassing board will be able to determine the precinct and ballot style of each provisional ballot cast, even where the poll worker fails to record in his or her role as a witness the information on the certificate on the outside of the provisional ballot envelope. The canvassing board should consider all permissible evidence to make a decision about the eligibility of the voter. If the canvassing board is unable to determine where the provisional ballot was cast and which ballot style was used, the canvassing board should adhere to the statutory requirement that the provisional ballot is to be counted unless the canvassing board determines by a preponderance of the evidence that the voter was not entitled to vote.

The Division of Election's opinion is consistent with the City's position on the provisional ballots and request for procedures to properly canvass the provisional ballots. The City Attorney is hopeful that in light of this opinion, the Supervisor and the Canvassing Board will implement such procedures and otherwise abide by the law.

Under the City's existing Charter and Code, the City is not required to take any official action with regards to the results of the August 26, 2014 election. However, the City has received an invoice from the Supervisor of Elections for the August 26, 2014 election. The Supervisor's invoice is for \$5,379.49, which consists of \$1,957.49 in election costs and \$3,440 in legal fees. A copy of the Supervisor's invoice and breakdown of legal fees is attached. The legal fees are related to the issues raised by the City with regards to the provisional ballots. For example, the legal fees consist of the Supervisor's attorney attending a canvassing board meeting(s); reviewing our firm's public records requests, the request for an opinion to the Division of Elections, the City's September 8, 2014 Commission meeting, correspondence from our firm for the City, and the Palm Beach post public records requests and editorials on provisional ballots. Payment of the Supervisor's legal fees is not recommended especially in light of the Division of Election's opinion substantiating the City's position on the provisional ballots.

MOTION:

I move to authorize / not authorize payment of \$1,957.49 to the Supervisor of Elections for the cost of the election.

ATTACHMENT(S):

Fiscal Impact Analysis
Division of Election's Opinion
Supervisor Invoice
Legal Fee Breakdown

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$1,958	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$1,958	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

B. Recommended Sources of Funds/Summary of Fiscal Impact:

City Clerk		Municipal Referendum Bond Election			
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
001-1030-511-49-50	Other Current Charges/Elections	19,000	\$15,247.59	(1,958)	\$13,289.59

C. Department Fiscal Review: pjl

SUMMARY

Each supervisor of elections should implement procedures to ensure that the canvassing board will be able to determine the precinct and ballot style of each provisional ballot cast, even where the poll worker fails to record in his or her role as a witness the information on the certificate on the outside of the provisional ballot envelope. The canvassing board should consider all permissible evidence to make a decision about the eligibility of the voter. If the canvassing board is unable to determine where the provisional ballot was cast and which ballot style was used, the canvassing board should adhere to the statutory requirement that the provisional ballot is to be counted unless the canvassing board determines by a preponderance of the evidence that the voter was not entitled to vote.

Respectfully,



Maria I. Matthews, Esq.
Director, Division of Elections

1, Fla. Const. (providing for secret voting); § 101.041, Fla. Stat. (same); see also § 104.23, Fla. Stat. (making it a third-degree felony for any election official or person assisting any elector to willfully disclose how any voter voted). To ensure this secrecy, all canvassing decisions regarding provisional ballots, as in the context of the canvassing of absentee ballots, must be made prior to removal of a ballot from its envelope. Cf. § 101.68, Fla. Stat. (setting forth the procedures for canvassing absentee ballots, and including the requirement that, upon opening the mailing envelopes, the ballots must be separated and the envelopes mixed, “so as to make it impossible to determine which secrecy envelope came out of which mailing envelope”).



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

November 6, 2014

The Honorable Susan Bucher
Palm Beach County Supervisor of Elections
240 South Military Trail
West Palm Beach, Florida 33415

RE: DE 14-04 Provisional ballots – Poll
Worker Failure or Improper Completion of
Provisional Ballot Certificate, § 101.048,
Florida Statutes

Dear Supervisor Bucher:

As the Palm Beach County Supervisor of Elections, you have asked for guidance regarding the casting and canvassing of provisional ballots. Because this answer will assist you in your duties, the Division of Elections has the authority to issue you an opinion pursuant to section 106.23(2), Florida Statutes (2014). In your request for a formal opinion, you essentially ask the following question:

How should the canvassing board proceed when a provisional ballot is cast in a election but the poll worker fails to record the precinct number and/or ballot style, and the canvassing board, as a result, is unable to determine where the voter cast the ballot and/or the ballot style enclosed within the provisional ballot envelope?

Section 101.048, Florida Statutes, which details the procedures for casting and canvassing provisional ballots, requires a provisional ballot to be placed within a secrecy envelope, which is then inserted into a provisional ballot envelope. The outside of the provisional ballot envelope contains the voter's certificate and affirmation, on which the voter writes certain information, including the voter's name, date of birth, address, party affiliation, and signature. Official-use-only space is also provided for the election official (i.e., the poll worker assisting the voter) to write in the date, the precinct number, ballot style, and to sign as a witness to the voter's completion

Division of Elections
R.A. Gray Building, Suite 316 • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6200 • 850.245.6217 (Fax) election.dos.state.fl.us
Promoting Florida's History and Culture VivaFlorida.org



of the ballot certificate and affirmation.¹ The canvassing board ultimately examines this certificate and affirmation to ensure that the voter cast the ballot in the proper precinct and to ensure that the voter cast the proper ballot style. Unless the canvassing board determines that the voter was not entitled to vote, the ballot inside the secrecy envelope must be counted if the signature on the provisional ballot envelope matches the signature on the voter's registration. See § 101.048(2)(a) and (b), Fla. Stat.

In your request for an advisory opinion, you indicate that poll workers may have failed to properly record on the certificate the precinct where the voter cast the provisional ballot and/or the ballot style of the ballot cast. In such situations, the canvassing board will likely be limited in its ability to determine whether the voter was eligible to vote, because part of the analysis is whether the voter cast the vote in the proper precinct.² If the canvassing board has no other information upon which to rely or otherwise ascertain where the provisional ballot was cast, the board will be unlikely to fulfill its duty to ensure that the provisional voter was eligible to vote. For this reason, it is the opinion of the Division of Elections that, aside from providing enhanced focus on this issue in poll worker training, each supervisor of elections should be implementing or have implemented procedures to ensure that provisional ballot envelopes are properly tracked in a manner which will allow the canvassing board to know the precinct where a provisional ballot was cast even in cases where the poll workers have failed to write the precinct number on the certificate.

If the canvassing board is unable to ascertain—in the absence of a precinct number, ballot style, and/or election official's witness signature—from the certificate if the voter voted in the proper precinct, the canvassing board should still examine the voter's certificate and any other permissible evidence. See § 101.048(2)(a) (providing that the canvassing board "shall review the information provided in the Voter's Certificate and Affirmation, written evidence provided by the person pursuant to subsection (1), any other evidence presented by the supervisor of elections, and, in the case of a challenge, any evidence presented by the challenger"). The canvassing board must make a determination on the eligibility of the provisional voter in accordance with section 101.048(2)(a), which provides that the provisional ballot "shall be counted unless the canvassing board determines by a preponderance of the evidence that the voter was not entitled to vote. If the canvassing board lacks important information such as the precinct where the ballot was cast or the ballot style, this does not alter the board's duty to count the ballot unless the canvassing board determines by a preponderance of the evidence that the person was not entitled to cast the ballot."³

¹ Rule 1S-2.037, Florida Administrative Code, further sets forth the format and content of the provisional ballot certificate and affirmation, and the notice of rights to be given to the provisional ballot voter.

² Another way for the canvassing board to possibly determine where the ballot was cast is to examine the signature of the poll worker and then determine to which precinct the poll worker was assigned.

³ The canvassing board may not open a provisional ballot envelope to check the ballot style inside, because of the strict prohibition against revealing the secrecy of the ballot. See Art. VI, §

SUMMARY

Each supervisor of elections should implement procedures to ensure that the canvassing board will be able to determine the precinct and ballot style of each provisional ballot cast, even where the poll worker fails to record in his or her role as a witness the information on the certificate on the outside of the provisional ballot envelope. The canvassing board should consider all permissible evidence to make a decision about the eligibility of the voter. If the canvassing board is unable to determine where the provisional ballot was cast and which ballot style was used, the canvassing board should adhere to the statutory requirement that the provisional ballot is to be counted unless the canvassing board determines by a preponderance of the evidence that the voter was not entitled to vote.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Maria I. Matthews', with a long horizontal flourish extending to the left.

Maria I. Matthews, Esq.
Director, Division of Elections

1, Fla. Const. (providing for secret voting); § 101.041, Fla. Stat. (same); see also § 104.23, Fla. Stat. (making it a third-degree felony for any election official or person assisting any elector to willfully disclose how any voter voted). To ensure this secrecy, all canvassing decisions regarding provisional ballots, as in the context of the canvassing of absentee ballots, must be made prior to removal of a ballot from its envelope. Cf. § 101.68, Fla. Stat. (setting forth the procedures for canvassing absentee ballots, and including the requirement that, upon opening the mailing envelopes, the ballots must be separated and the envelopes mixed, “so as to make it impossible to determine which secrecy envelope came out of which mailing envelope”).



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Purchase various distribution transformers for inventory usage throughout Fiscal Year 2015

SUMMARY:

This Item will authorize the purchase of various size and type of transformers from Wesco Distribution, Gresco Utility Supply, and HD Supply.

BACKGROUND and JUSTIFICATION:

Invitation to Bid (IFB-14-131) requested pricing for an estimated quantity of 108 overhead transformers and Invitation to Bid (IFB-14-129) requested pricing for an estimated quantity of 35, 3-phase padmount transformers.

Bids were opened on September 11, 2014 for “indefinite delivery/ indefinite quantity” purchases proposed. These bids were evaluated by staff, taking into account both initial cost and lifecycle costs for the proposed products. Electric Utilities is requesting authorization to issue blanket purchase orders that will allow purchase of the necessary transformers from each of the selected vendors at a not to exceed cost as specified for each of the contracts.

Type	City Stock#	Size (kVA)	QT	Cost	Total
IFB-14-131 (Overhead Distribution Transformers)	285-86-78187 HD Supply	50	108	\$1,354	\$146,232
				Total	\$146,232
IFB-14-129 (Three Phase Pad Mount Transformers)	Gresco	150 kVA 13/26kV	13	\$8,505	\$110,565
	Gresco	300 kVA 13/26kV	5	\$11,292	\$56,460
	Gresco	500 kVA 13/26kV	2	\$13,593	\$27,186
				Total	\$194,211
	Wesco	750 kVA 13/26kV	1	\$19,019	\$19,019
	Wesco	1000 kVA 13/26kV	2	\$21,009	\$42,018
	Wesco	150 kVA 13/4kV	7	\$10,144	\$71,008
	Wesco	300 kVA 13/4kV	3	\$11,665	\$34,995
	Wesco	500 kVA 13/4kV	2	\$13,926	\$27,852
				Total	\$194,892

The pricing of each transformer is on a per unit basis with no guaranteed minimum quantity. The quantities reflected within are for estimating purposes only based on expected requirements/usage. The transformers in this purchase are for routine replenishment. All purchases are being recommended at the lowest bid price per unit.

This item was reviewed and recommended by the Electric Utility Advisory Board on November 5, 2014.

MOTION:

- (1) I move to approve/not approve the purchase of various padmount transformers from Wesco Distribution in an amount not to exceed \$194,892.
- (2) I move to approve/not approve the purchase of various padmount transformers from Gresco Utility Supply in the amount not to exceed \$194,211.
- (3) I move to approve/not approve the purchase of 50kVA overhead transformers from HD Supply in an amount not to exceed \$146,232.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Wesco Distribution Agreement
- 3) Gresco Utility Supply Agreement
- 4) HD Supply Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	535,335	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	535,335	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric T&D						
Account Number	Account Description	Project #	FY2015 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-0000-141.02-10	Warehouse Electric/Parts	N/A	TBD	3,056,623	\$535,335	TBD

C. Department Fiscal Review: Clay Lindstrom __



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Florida Municipal Electric Association Membership dues for Fiscal Year 2014-2015

SUMMARY:

This Item will authorize annual membership in the Florida Municipal Electric Association between October 2014 through September 2015.

BACKGROUND AND JUSTIFICATION:

The Florida Municipal Electric Association (FMEA) represents the unified interests of 34 public power communities across Florida. FMEA is affiliated with and works closely with the American Public Power Association (APPA) on regulatory issues facing the electric industry. Together, FMEA staff and municipal utility members work to protect public power's legislative, regulatory and operational interests in Tallahassee and Washington, D.C.

As a member of this association, the City of Lake Worth has legal, legislative, and regulatory representation that provides the ability to impact the outcome of important decisions that directly impact electric utility customers. Together, FMEA members represent 14% of Florida's market share of the electric utility industry.

Participation in membership of the FMEA benefits the City through the following committees:

- **Legislative and Regulatory:** This committee meets on an as-needed basis and oversees the legislative and regulatory activities that affect the electric industry. Staff receives emails and updates that track legislative issues facing not only the electric industry nationwide, but also local initiatives that may have wider reaching consequences. FMEA provides the avenue to communicate with legislators as well as the Public Service Commission. Through diligent efforts and coordination by FMEA staff, member cities are afforded the opportunity to testify before the PSC on items that can directly affect customers.
- **Member Services:** This committee meets once a year to discuss activities of the FMEA to ensure that services provided meet the needs of member cities. It is through this participation that members can request information-gathering services, which the FMEA staff oversees – writing, distributing, and compiling survey information. In addition to programmed services, FMEA staff is readily available to assist member cities. Lake Worth has benefited in the last year with communication training, PSC reporting, franchise agreement direction, and energy conservation information.
- **Safety and Training:** This committee meets quarterly and consists of member city representatives charged with safely operating their utility. This group coordinates training classes and the annual Lineman's Rodeo.

- Engineering and Operations: This committee meets once per year and includes representatives from member cities whose job responsibilities include transmission, distribution, generation, and fuels.
- Customer Connections Committee: Meets three times per year and offers participants the opportunity to interface with other utilities concerning customer service, key accounts, energy conservation, demand side management, and public relations.
- Mutual Aid: FMEA provides staff members that are available 24 hours per day, 7 days per week pre- and post-disaster events. They provide assistance scheduling and mobilizing work crews, equipment, and supplies. In addition, they are the City's liaison with the State Emergency Operation Center, the Office of the Governor, and State legislators.

This item was reviewed by the Electric Utility Advisory Board members on November 5, 2014.

MOTION:

I move to approve/not approve the Florida Municipal Electric Association annual membership dues for Fiscal Year 2014-2015 in the amount of \$33,345.

ATTACHMENT(S):

1. Fiscal Impact Analysis
2. FMEA Membership Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	33,345	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	33,345	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project #	FY 2015 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6010-531.54-00	Book, Pubs, Subsc & Membership	N/A	\$47,000	\$47,000	-\$33,345	\$13,655

C. Department Fiscal Review: Clay Lindstrom



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System

SUMMARY:

This Agreement will authorize a fair market value appraisal and economic and financial value of the City's electric utility to be performed.

BACKGROUND and JUSTIFICATION:

The Electric Utility Advisory Board was directed to evaluate three alternatives concerning the Lake Worth Electric Utility: (1) sell the system, (2) build new generation facilities to serve the customers directly, and (3) consider a long term purchase power agreement with another generating source. In order to consider a sale of the utility, it was determined that a Fair Market Value Appraisal and an Economic and Financial Value of the Electric Utility to the City of Lake Worth needed to be determined. Request for Letters of Interest and Professional Qualifications (RFQ # 13-14-402) was issued June 20, 2014. Four proposals were received. Evaluation of the written submissions were done and the top 3 firms Cohn Reznick, MR Valuation Consulting and Willdan were selected to do Oral presentations. Evaluations of proposals were completed September 3, 2014. MR Valuation Consulting of Monmouth, New Jersey was selected as the preferred qualified consultant.

The Fair Market Value Appraisal seeks to determine a price for the Lake Worth Electric Utility System serving approximately 26,000 customers in the Southeast Florida market. The Fair Market Value is defined as a professional opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. It was determined that MR Valuation Consulting had the best overall professional qualifications to perform the services requested in the RFQ.

This appraisal is one component of the 'sale option' and should be performed in conjunction with the Economic and Financial Value of the Electric Utility to the City of Lake Worth. The MR Valuation price for this service is \$85,000.

This item was reviewed and recommended by the Electric Utility Advisory Board on November 5, 2014.

MOTION:

I move to approve / not approve an agreement with MR Valuation Consulting, LLC in the amount of \$85,000 to perform consulting services for the Fair Market Value Appraisal of the Lake Worth Electric Utility.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) MR Valuation Agreement
- 3) RFQ-13-402 Evaluations Fair Market Value
- 4) RFQ-13-402 Fair Market Value Appraisal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	85,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	85,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY2015 Budget	Curr Bal After Economic Study	Agenda Expense	Remaining Balance
401-6020-531-3190	Other	209,000	138,675	-85,000	53,675

C. Department Fiscal Review: _CL_

The City of Lake Worth



RFQ # ____-14-____

**Request for Letters of Interest
and Professional Qualifications**

**Fair Market Value Appraisal of City of Lake Worth
Electric Utility System**





Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

RFQ ____-14-____

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Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

RFQ ___-14-___

I. GENERAL INFORMATION FOR PROPOSERS

PROPOSERS AND PROPOSALS MUST COMPLY WITH AND CONFORM TO THE FOLLOWING INSTRUCTIONS AND REQUIREMENTS IN ORDER TO BE CONSIDERED FOR SELECTION.

Through this Request for Qualifications (“RFQ”), the City of Lake Worth (“City”) seeks Letters of Interest and Statements of Qualifications from qualified professional consultants to prepare an appraisal of the fair market value of the Electric Utility System (“System”) owned and operated by the City. As discussed in more detail herein, time is of the essence in conducting this RFQ process, in selecting and engaging the most qualified Proposer to perform the requested services, and in the selected Proposer’s completing those services. Accordingly, all Proposers are notified and advised that their proposals must comply with and conform to the instructions and requirements in order to be considered for selection.

A. OPENING LOCATION

Proposals submitted in response to this RFQ will be publicly opened at:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Proposals become “Public Records” ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Section 119.071, Florida Statutes. Proposers should also note that the definitive contract between the City and the successful Proposer will be a public record and subject to disclosure to any member of the public requesting it.

B. RFQ DOCUMENTS AND RELATED INFORMATION

Notices or bids, requests for proposals, requests for qualifications, and related documents, including addenda, are posted on Demand Star at <http://www.DemandStar.com> and on the City Procurement Office’s web page at <http://www.lakeworth.org>. Bid documents, including RFQs and requests for proposals are available in portable data format (pdf) files, which may be viewed and printed using Adobe Acrobat software. You may download a free copy of this software (Adobe Acrobat) from the City’s web page if you do not have it.

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLAN HOLDER" DISTRIBUTION SYSTEM.

C. PROPOSAL DELIVERY REQUIREMENTS

It shall be the sole responsibility of each Proposer to ensure that his/her/its proposal is physically delivered to and received by the City's Procurement Office on or before the stated time and date. As stated above, the date and time due are as follows:

12:00 P.M., Eastern Daylight Time, Monday, July 7, 2014.

ANY PROPOSALS RECEIVED AFTER THE STATED TIME AND DATE WILL NOT BE CONSIDERED.

IF A PROPOSAL IS SENT BY U.S. MAIL, OR BY ANY OTHER DELIVERY SERVICE, THE PROPOSER SHALL BE SOLELY RESPONSIBLE FOR ITS TIMELY DELIVERY TO THE CITY'S PROCUREMENT OFFICE. PROPOSALS DELAYED IN THE MAIL, OR IN TRANSIT BY ANY OTHER DELIVERY SERVICE, SHALL NOT BE CONSIDERED AND SHALL NOT BE OPENED AT THE PUBLIC OPENING. Arrangements for the return of any proposals that are received after the stated time and date shall be made at the Proposer's request and at the Proposer's expense.

D. CHANGES, CLARIFICATIONS, INTERPRETATIONS, ADDITIONAL INFORMATION, AND ADDENDA TO RFQ

Changes to this RFQ will be made only by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Bids and Proposals. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail to the following City Purchasing Agent:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

The City will respond to questions and to requests for clarification, interpretation, and additional information that are received by the above-named Purchasing Agent **no later than 5:00 P.M. Eastern Daylight Time, on Wednesday June 25, 2014**, which is nine (9) calendar days prior to the due date for proposals. The City will not respond to any questions, inquiries, or requests received after this time.

All questions, inquiries, and requests will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFQ. The City intends to issue responsive addenda as soon as practicable after each request or question is received, and similarly, if the City determines on its own that any addenda are necessary, it will issue them as soon as practicable. In all events, the City will strive to issue all addenda responding to Proposer requests and questions by 5:00 P.M. on Monday, June 16, 2014, which is four (4) calendar days and four (4) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

Each Proposer is responsible to examine all RFQ documents and for evaluating and judging all matters relating to the adequacy and accuracy of such documents as perceived and understood by the Proposer. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information desired by the Proposer with respect to the RFQ shall be made in writing (electronic mail is satisfactory) through the Lake Worth Procurement Office. The City shall not be responsible for oral interpretations given by any City employee, representative, agent, or other person. **THE ISSUANCE OF A WRITTEN ADDENDUM IS THE ONLY OFFICIAL METHOD WHEREBY ANY INTERPRETATION, CLARIFICATION, OR ADDITIONAL INFORMATION CAN OR WILL BE GIVEN BY THE CITY.**

Each Proposer is responsible to make any such written addenda a part of the Proposer's proposal. It shall be the responsibility of each Proposer, prior to submitting his/her/its proposal, to contact the Lake Worth Procurement Office, using the contact information provided in subsection I.B above, to determine if any addenda were issued in connection with this RFQ. In the absence of express inclusion of the addenda with a Proposer's proposal, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

The deadline for requesting any interpretations, clarifications, or additional information pertaining to this RFQ shall be Wednesday, June 25, 2014 at 5:00 P.M. EDT. This deadline has been established to maintain fair and practicable handling of all reasonable and timely requests and to ensure fair treatment of all potential Proposers.

E. TERMS

The term "Proposer" refers to a firm, individual, company, or other business entity submitting a response to this RFQ. The complete submittal is referred to as the "Proposal." It is the City's intention to enter into a written agreement, referred to herein as the "Definitive Agreement," with the Proposer whose Proposal, including the definitive terms negotiated between the City and the successful Proposer and embodied in the Definitive Agreement, represents the engagement that is most advantageous to, and in the best interests of, the City and its citizens. As applicable, once the Definitive Agreement is executed, the successful Proposer will thereafter be referred to as the "Contractor."

F. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addenda and/or changes to this document. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the City and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

G. LEGAL NAME OF PROPOSER

Each Proposal shall clearly state the legal name, address, and telephone number(s) of the Proposer, regardless whether the Proposer is a company, firm, partnership, individual, or other form of business entity. Each Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

H. PROPOSAL EXPENSES

All expenses incurred by a Proposer in preparing a Proposal, supporting a Proposal, making a presentation to the City in support of a Proposal, or otherwise incurred in connection with seeking to provide the Scope of Services sought by the City through this RFQ are solely the responsibility of the Proposer, and are not subject to reimbursement by the City in any way or for any reason.

I. PROTESTS

Any Proposer 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, Chapter 2, Article XIV, Sections 2-111 through 2-119. 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.

J. PUBLIC DISCLOSURE

Upon receipt by the City, all inquiries and responses to inquiries related to this RFQ become "Public Records" under Florida law and are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

Proposals become "Public Records" ten (10) days after the proposal opening, or on the date on which an award decision is made if such decision is made less than ten (10) days

after the proposals are opened. No announcement of pricing or review of the Proposal documents shall be conducted at the public opening of the Proposals.

K. 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 Proposal(s) does not affect this right. No variances to this provision shall be accepted.

L. RIGHTS RESERVED BY THE CITY

There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive Proposal which is most advantageous and in the best interests of the City and its citizens. The City shall be the sole judge of the Proposals and the resulting contract that is in its best interests, and its decision shall be final.

The City reserves the right to reject all Proposals and either to re-issue the RFQ or to cancel the RFQ altogether.

The City reserves the right to make such investigations of any Proposer, or of any representations contained in any Proposal, and to solicit additional information or submittals from any Proposer, or from others, including references and former employers, as the City deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Qualifications.

M. APPLICABLE LAWS

This RFQ is subject to all applicable laws, including without limitation, the statutes, rules, regulations, and ordinances, of the United States, the State of Florida, Palm Beach County, and the City of Lake Worth. Each Proposer must be qualified to transact business in the State of Florida. Proposers are specifically advised that Proposals and other information submitted in connection with this RFQ, as well as Proposers' inquiries and requests regarding the RFQ, and the City's responses to such inquiries and requests, are subject to Florida's Public Records laws, particularly Chapter 119, Florida Statutes.

N. ETHICAL REQUIREMENTS

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. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer 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.

O. PUBLIC ENTITY CRIMES

Each Proposer shall submit a sworn statement regarding “public entity crimes” as that term is defined in Section 287.133(1)(g), Florida Statutes, as Exhibit D to its response to this RFQ.

P. INSURANCE

The successful Contractor shall, within five (5) days following execution of the Definitive Agreement with the City, and before doing any work under the Definitive Agreement, procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations are performed by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Definitive Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums required by the City.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name The City of Lake Worth as an additional insured to the extent of its interests arising from the Definitive Agreement, or from any other contract, lease, or similar document arising from this RFQ.

The Proposer/Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Proposer's/Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of the Definitive Agreement between the City and the Contractor.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440, Florida Statutes.

The Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor firm is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CITY, certificates of insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CITY at least 30 days prior to coverage renewals. Failure of the Contractor firm to provide the CITY with such renewal certificates may be considered justification for the CITY to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The City of Lake Worth is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate The City of Lake Worth as the certificate holder as follows:

City of Lake Worth
7 N. Dixie Hwy
Lake Worth, FL 33460

5. Indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the CITY, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Contractor shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CITY requires the following endorsements or additional types of insurance:

Professional Liability/Malpractice/Errors or Omissions Insurance

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$ 1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Q. DRUG-FREE WORKPLACE

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals received by the City are equal with respect to price, quality, and service, 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. Accordingly, Proposers are encouraged to carefully review

Exhibit B to this RFQ, "CONFIRMATION OF DRUG-FREE WORKPLACE," and, if applicable, execute that Confirmation for inclusion with their Proposals.

R. LOBBYING

All prospective Proposers are hereby cautioned not to contact any City Commissioner, member of City Staff, or any member of the Evaluation Committee (to be created by the City as described herein) after submittals are opened, nor attempt to persuade or promote the selection of their Proposals through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified Proposers. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the Proposer's Proposal.

S. 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 due date for proposals in response to this RFQ. A complete copy of the City's Procurement Code is available on-line at municode.com under the City of Lake Worth's Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. All Proposers are strongly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all Proposals, or other action by the City to end the selection process.

T. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

Each Proposer shall submit an executed statement of Representations, Warranties, and Disclosures in the form, and having the content of, Exhibit C to this RFQ.

U. PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

The City of Lake Worth has adopted a policy prohibiting the award of City contracts to persons, business entities, or affiliates of business entities who have not submitted a written certification to the City that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, or violations of certain environmental laws. A Non-Conviction Certification Form is attached as Exhibit E to this RFQ for this purpose.

V. EQUAL EMPLOYMENT OPPORTUNITY

The City of Lake Worth, consistent with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the United States Department of Commerce (15 CFR, Part 8) issued pursuant to that Act, hereby notifies all prospective Proposers that the City will affirmatively ensure that, in any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, creed, sex, age, or national origin in consideration for award of a Definitive Agreement pursuant to this RFQ.

W. AMERICANS WITH DISABILITIES ACT

The City of Lake Worth does not discriminate on the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to participation, employment, or treatment in the City's programs and activities. Anyone requiring reasonable accommodation for the public meetings specified in this RFQ, e.g., the public opening of proposals, public information meetings, meetings of the City's Electric Utility Advisory Board, City Commission meetings, presentations, and other public events, should contact the person named as the contact person of the City's Procurement Office at least twenty-four (24) hours in advance of any such activity, to ensure that proper arrangements for the requestor's attendance and participation can be made.

X. DISCLAIMERS AND DISCLOSURES

The information contained herein is provided solely for the convenience of Proposers. While the City has used reasonable diligence in its efforts to ensure that the information herein is as accurate as possible, it is the specific responsibility of each Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances or warranties 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 Proposer's own risk. Proposers 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 Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals 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 Proposals in response to this RFQ. Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and

disclosure data, relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, principals, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to Proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Proposals, 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 liability or obligation on the part of the City or the City's advisors.

Any Proposer who submits a Proposal in response to this RFQ fully and expressly acknowledges all the provisions of this section titled DISCLAIMERS AND DISCLOSURES and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

II. SUBMITTAL OF DOCUMENTS - FORM AND CONTENT OF PROPOSALS

A. NUMBER AND FORMAT OF COPIES TO BE SUBMITTED; SUBMITTAL TO BE SEALED AND MARKED

Proposers desiring to provide the Scope of Services sought by the City through this RFQ shall **submit one (1) original paper copy, five (5) additional paper copies, and one (1) electronic copy** of their complete Proposals containing all of the requested documents and information set forth below by **12:00 P.M. (12:00 Noon) Eastern Daylight Time on Monday, July 7, 2014**. Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered. Electronic copies should be submitted on a CD or DVD, or other industry standard electronic storage device with a USB connection.

The above-described copies, including the paper copies and the electronic copy, shall be submitted in one sealed package, clearly marked on the outside as follows: "Sealed Proposal in Response to City of Lake Worth RFQ # ____-14-____". The complete submittal package shall be delivered to the following address:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Original letters of interest shall be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information may delay evaluation of the qualifications. Submittals that are substantially incomplete or that lack key information may be rejected by the City at its discretion.

B. DOCUMENTS TO BE SUBMITTED

Each Proposer shall submit the following documents and documentation as the Proposal that the Proposer wishes the City to consider in this RFQ process.

1. Letter of Interest
2. Statement of Qualifications & Proposal
3. Exhibit A PROPOSER INFORMATION & SIGNATURE PAGE
4. Exhibit B CONFIRMATION OF DRUG-FREE WORKPLACE
5. Exhibit C REPRESENTATIONS, WARRANTIES, AND DISCLOSURES
6. Exhibit D SWORN STATEMENT RELATING TO PUBLIC ENTITY CRIMES
7. Exhibit E FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

C. CONTENT OF LETTER OF INTEREST

Each Proposer shall submit a Letter of Interest providing the following information:

1. The Proposer's legal name and business address.
2. Express declaration that the Proposer wishes to be considered for award of a Definitive Agreement to perform the Scope of Services described in this RFQ.
3. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.
4. A statement, confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer is willing and able to perform the Scope of Services described in this RFQ, within the time set forth herein, at a total cost to the City that is no greater than the Proposer's Maximum Not to Exceed Price.
5. A statement, also confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer will, for additional consideration to be negotiated if and when necessary and appropriate, provide additional services related to the Proposer's analysis of the Economic & Financial Value of the City's Electric Utility System. Such additional services may include making up to three (3) additional presentations to meetings of the Electric Utility Advisory Board ("EUAB"), and up to three (3) additional presentations to the City Commission or to public workshops regarding the City's Electric Utility System (i.e., up to 6 additional presentations in total), or providing support in connection with future proceedings or negotiations. (In this context, "additional presentations" refers to presentations or testimony to meetings after those contemplated as being made to the EUAB and the City Commission in or about December 2014, at the conclusion of the Contractor's completion of the Economic & Financial Value analysis of the City's Electric Utility System.)

D. CONTENT OF STATEMENT OF QUALIFICATIONS & PROPOSAL

Each Proposal shall include the items and content listed below.

1. A description of the Proposer, including the Proposer's form of business entity (corporation, partnership, limited partnership, limited liability company, individual, sole proprietorship, or other), and also including the names of the Proposer's principals and officers.
2. Proof of proper State of Florida business licensure. If the Proposer is a registered business entity in Florida, please submit a statement confirming that the Proposer is in good standing with the Division of Corporations, Florida Department of State. If the Proposer is not

a registered business entity in Florida, please submit documentary evidence confirming that the Proposer is authorized to transact business in Florida.

3. A description of the Proposer's background, size, and general staffing levels, including information for the Proposer organization stating how many total employees work for the Proposer at any time, including full-time, part-time, temporary, and seasonal employees, and also including an indication of how many subcontractors work for the Proposer, on average.

4. A description of any changes in the mode of conducting business that either the Proposer, or the principals who will be dedicated to performing the Scope of Services described herein, have made within the past three (3) years. Such changes should include any mergers, acquisitions, consolidations, changes of employment by principals (from one firm to another), downsizing, or bankruptcy proceedings.

5. Principals and Key Personnel. Specific listing of the principals and other key personnel (including, without limitation, support staff, junior technical or analytical employees, subcontractors, and others) who will be dedicated to performing the Scope of Services, including the relevant experience of each principal and other key personnel listed. At a minimum, include a current resumé or curriculum vitae for each principal who will be dedicated to performing the Scope of Services; resúmes or curriculum vitae for other, non-principal key personnel are desirable but not required.

6. Professional Licenses and Certifications. For each principal or other key personnel, include information regarding such person's professional licenses and certifications, e.g., Professional Engineer's licenses, including the state or states in which each person is licensed, and license numbers; certification as an Accredited Member or as an Accredited Senior Appraiser by the American Society of Appraisers; or other certifications or licenses that the Proposer believes are relevant to the Proposer's ability to perform the Scope of Services.

7. Approach to Scope of Work. Provide a detailed description of the approach, or approaches, that the Proposer intends to use to perform the Scope of Services requested by the City.

8. Time and Task Schedule and Person-Hours Budget

Background. The City anticipates executing the Definitive Agreement for the services sought through this RFQ by September 4, 2014, and the City expects the work to be substantively and substantially complete by December 8, 2014. (Reasonable allowances will be made for final editorial changes and non-substantive revisions between December 8 and the final presentation to the City Commission in December 2014.) This schedule is necessary to support other decisions that the City must make relative to its electric utility operations, and accordingly, **any variance to this schedule that reflects a substantive completion date later than December 8, 2014, will be disqualified.** Proposers should also expect that the Definitive Agreement for the contemplated services will include severe financial penalties if the work is not substantively and substantially complete by December 8, 2014.

The Proposer's Time and Task Schedule and Person-Hours Budget should identify major components (tasks) of the work effort that the Proposer intends to apply to perform the Scope of Services, and may also identify more detailed components of the work effort. For each work component or task identified, the Proposer should indicate:

- a. the estimated person-hours of each principal and other key personnel with respect to each task;
- b. the total person-hours that the Proposer estimates will be required to complete each such task; and
- c. the projected date on which each task will be completed.

9. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

10. Listing of similar projects that the Proposer, or current principals of the Proposer, have completed over the past five (5) years, including the services provided and the location of the facilities or systems for which a Fair Market Value estimate was provided. As applicable and available, please include citations, titles and dates of reports, information as to how the Proposer's work product can be accessed via the internet, and any other information that would assist the City in accessing and reviewing relevant work products of the Proposer or its principals. The requested listing should include any legal proceedings, including arbitrations, civil trials, eminent domain proceedings, or other proceedings in which the Proposer's estimate of the fair market value of facilities or a system was at issue.

11. Variances. While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, **other than variances to the Scope of Services, which will not be acceptable**, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City. **Proposers should note specifically that the date set forth herein for substantive and substantial completion of the Scope of Services, December 8, 2014, has been established by the City to accommodate and facilitate other decisions that the City expects to make in connection with its Electric Utility System, and accordingly, any proposed variance that materially deviates from this date will result in the Proposal being disqualified.**

12. References. A list of references from past or current clients for whom the Proposer, or its principals who will be dedicated to performing the Scope of Services herein, have performed work that is similar to that requested in the Scope of Services herein. The information provided should include the name of the client, the names of individuals familiar with the Proposer's (or principal's) work for the client, and telephone numbers, mailing addresses, and e-mail addresses for such contact persons.

13. Addenda. The Proposal should include all addenda issued in connection with this RFQ, if practicable. If a Proposal does not include the addenda, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

14. Each Proposer shall list any lawsuits, including case number and venue, in which either the Proposer firm or any principals of the firm, or any subcontractors whom the Proposer intends to assign to work on the Scope of Services, has been involved relative to services performed or that the Proposer was alleged to have failed to perform over the last five (5) years.

15. Any additional information that the Proposer believes would assist the City in evaluating the Proposer's Proposal.

III. SCOPE OF SERVICES

A. INTRODUCTION

In summary, the City of Lake Worth is seeking a professional opinion of the Fair Market Value of the City's Electric Utility System, as described below, including a written report setting forth the Contractor's estimate of the Fair Market Value, with full documentation, and presentations of the Contractor's analysis or analyses to the City's Electric Utility Advisory Board and the City Commission. If necessary, the scope of services may be expanded after completion of the initial written report and presentations to include participation in additional future City activities relating to the future of the City's Electric Utility System, and potentially in legal proceedings relating to the Fair Market Value of the City's Electric Utility System. The City anticipates that such potential expansion of scope will be addressed in the Definitive Agreement between the City and the Contractor, e.g., by agreement on the scope of such services and the hourly rates at which the Contractor would be compensated if the City were to desire to engage the Contractor to provide such services.

For reference, the City believes that the following definitions, which were obtained from the website of the American Society of Appraisers (at <http://www.appraisers.org/search-results?indexCatalogue=sandard&searchQuery=fair+market+value&wordsMode=0>), will be applicable to the Contractor's estimate or estimates of the Fair Market Value of the City's Electric Utility System.

Fair Market Value, An opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date.

Fair Market Value in Continued Use with an Earnings Analysis, An opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date and supported by the earnings of the business.

The City desires that the professional opinion of the Fair Market Value of the City's Electric Utility System be stated as of January 1, 2015, and also as of January 1, 2016, and as of January 1, 2017.

B. PRODUCTS AND SERVICES

1. Written Report

The Fair Market Value estimate (or estimates) must be fully documented in a written report to be submitted to the City by the Contractor. The written report must include all assumptions, supporting analyses and calculations, and other supporting materials upon which the estimate/opinion is based.

2. Presentations to Electric Utility Advisory Board and City Commission

The Contractor will also be expected to present the Fair Market Value opinions, and detailed results of the Contractor's analyses supporting those Fair Market Value opinions, to meetings of the Electric Utility Advisory Board and the City Commission. Those meetings are expected to be held on or about **December 15-16, 2014**.

3. Additional Services

The City may, in the future, require the professional services of the Contractor in connection with matters relating to the Fair Market Value of the City's Electric Utility System. Such additional professional services may include additional presentations to the EUAB or the City Commission beyond those presentations expected to be made in December 2014, and potentially participation in negotiations or legal proceedings relating to the Fair Market Value. Such services should not be included in the Proposer's Time and Task Budget or in the Maximum Not To Exceed Price. However, the City desires that the Contractor commit to providing such services as they may become necessary in the future, and the City expects to negotiate hourly rates and appropriate terms and conditions for such services as part of the Definitive Agreement.

C. DESCRIPTION OF CITY OF LAKE WORTH

The City of Lake Worth is a municipality and political subdivision of the State of Florida, duly organized and existing under the laws of that State. The City is governed by a duly elected City Commission composed of five (5) members, a Mayor, Vice Mayor, and three District Commissioners, each of whom are elected to two-year terms. The City is located in Palm Beach County, Florida. The current population of the City is approximately 37,000 persons. Geographically, the City comprises approximately 7 square miles and includes a beach on the Atlantic Ocean as well as frontage on the body of water known as Lake Worth.

The City owns and operates an Electric Utility System, as well as water and wastewater utility systems. The Electric Utility System is subject to ultimate decision-making governance by the City Commission, which meets between two and four times per month, as required by the needs of the City. The City Commission regularly receives input from the Electric Utility Advisory Board (EUAB), a standing board consisting of citizens appointed by the City Commission to investigate and consider electric utility issues and to provide their advice to the Commissioners. The EUAB normally meets monthly.

D. DESCRIPTION OF LAKE WORTH ELECTRIC UTILITY SYSTEM

1. Overview of Customers and Load Characteristics

The City's Electric Utility System provides service to approximately 25,000 customer accounts (meters). The City's 2014 Net Energy for Load is estimated to be approximately 440,000 megawatt-hours (MWH), and is expected to grow modestly over the foreseeable future, to approximately 475,000 MWH in 2023. The City's maximum annual peak demands are estimated to be approximately 88 megawatts (MW) in 2014, and to increase to approximately 100 MW in 2023.

2. Generation Assets

The City's generation assets include approximately 90 MW of City-owned generating units, of which 9.9 MW is only available for emergency operations. The City's generation assets also include generation entitlements to approximately 20.6 MW (including associated energy) of the output of the St. Lucie 2 nuclear power plant, which is jointly owned by the Florida Municipal Power Agency (FMPA) and Florida Power & Light Company (FPL) and operated by FPL; and to approximately 10.0 MW (including associated energy) of the output of the Stanton I coal-fired power plant, which is jointly owned by FMPA, the Orlando Utilities Commission (OUC), and the Kissimmee Utility Authority (KUA), and operated by OUC. The City's generation entitlements to the St. Lucie plant's output arise through a number of contracts and amendments, the chief of which are the St. Lucie Power Sales Contract between FMPA and Lake Worth dated June 1, 1982, as amended; and the St. Lucie Project Support Contract dated as of June 1, 1982, as amended. The City's generation entitlements to the Stanton I unit's output arise through certain contracts, as amended, the chief of which are the Stanton I Power Sales Contract between FMPA and Lake Worth dated January 16, 1984, and the Stanton I Project Support Contract dated January 16, 1984.

The City is also a party to similar power supply contracts for the output of the Stanton II coal-fired unit operated by OUC. The City's rights and obligations with respect to the Stanton II unit's output have been assigned to the Kissimmee Utility Authority (KUA); however, the City remains contingently liable under those agreements, in the event that KUA were to default.

In February 2013, the City entered into that certain INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION (the "OUC-COLW PPA"), pursuant to which OUC provides Wholesale Electric Service and Asset Management Services to the City.

Pursuant to the OUC-COLW PPA, OUC will supply wholesale electric energy and wholesale electric capacity to the City for a minimum initial term of 3 years, from January 1, 2014 through December 31, 2016. The City has the option to extend its purchases from OUC for 2 additional years, one year at a time, i.e., for the period January 1-December 31, 2017, and for the period January 1-December 31, 2018. Unless amended by the written agreement of both Parties, the OUC-COLW PPA will terminate no later than December 31, 2018.

Detailed information regarding the City's generation assets, including all of the relevant contracts and amendments relating to the City's entitlements to the output of the St. Lucie 2 nuclear unit and the Stanton 1 unit, will be made available on the City's website. A redacted version of the OUC-COLW PPA will also be available on the City's website. The OUC-COLW PPA contains certain information that OUC has designated as trade secret information; to the extent necessary to formulate the Contractor's professional opinion of the Fair Market Value of the City's Electric Utility System, the City will make an unredacted copy of the PPA available for review by the Contractor at the City's offices, subject to the Contractor's execution of a confidentiality agreement.

3. Transmission Assets

The City is interconnected to the Florida bulk power supply grid at the Hypoluxo Substation, which is located in the western part of the City and which is owned by the City of Lake Worth and operated by FPL. The City owns and operates 10.09 circuit miles of 138 kV transmission lines. The City also obtains network transmission service from FPL pursuant to a Service Agreement for Network Integration Transmission Service between FPL and Lake Worth, and also pursuant to a Contract for Interconnected Operations between FPL and Lake Worth.

4. Distribution Assets

The City owns and operates approximately 199 miles of distribution lines. Approximately 101 miles of those are operated at 26 kV, and approximately 98 miles are operated at 4 kV.

The City owns and maintains eleven (11) distribution substations. The City also owns the Hypoluxo Substation, which interconnects the City's Electric System to FPL's transmission system. FPL operates the Hypoluxo Substation pursuant to an agreement with the City.

IV. EVALUATION, SELECTION, NEGOTIATIONS, AND AWARD

This section of the RFQ sets forth the RFQ timetable and descriptions of the major steps and procedures that the City anticipates taking in reaching its decision to select a Contractor and execute a Definitive Agreement for the Scope of Services.

A. GENERAL

This section describes the timetable for this RFQ process and the major steps in that process, including: preliminary evaluation and ranking of Statements of Qualifications and Proposals, the selection of a “short list” of Proposers who will be invited to be interviewed and make presentations to the City, the City Commission’s decision on the ranking of Proposers, the negotiations for a Definitive Agreement, beginning with the highest-ranked Proposer, and the Definitive Agreement.

B. RFQ TIMETABLE

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

- | | |
|--|----------------------------|
| • Advertisement of RFQ | June 16, 2014 |
| • Final Date for Proposers’ Questions/Requests | June 25, 2014 at 5:00 P.M. |
| • City Responses to Questions – continuing, responses as quickly as feasible | |
| • Final City Responses to Questions | July 2, 2014 at 5:00 P.M. |
| • Proposals Due | July 7, 2014 at 12:00 P.M. |
| • Initial Evaluation Committee Meeting | July 7, 2014 |
| • Presentations to EUAB & City Commission | July 15-16, 2014 |
| • Evaluation Committee Meeting | July 24-25, 2014 |
| • Negotiations with Highest-Ranked Proposer | July 28-31, 2014 |
| • Contingency: Additional Negotiations | August 4-8, 2014 |
| • Recommendation to City Commission | August 12, 2014 |
| • Proposal Selection by City Commission | August 19, 2014 |
| • Contract Execution | September 4, 2014 |

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

C. PRELIMINARY EVALUATION OF PROPOSALS

The City intends to appoint an Evaluation Committee to evaluate the Proposals submitted by all Proposers. The Evaluation Committee will convene for a public meeting to identify qualified Proposals, which will be those substantially complete Proposals that are (a) submitted by Proposers who are capable of performing the Scope of Services and (b) not disqualified because of any criteria set forth herein, e.g., unacceptable proposed variances, conflicts of interest, and the like. The members of the Evaluation Committee will be charged with individually evaluating the responses prior to the meeting.

D. “SHORT LIST,” INTERVIEWS, AND PRESENTATIONS BY PROPOSERS

The City intends to invite all qualified Proposers to make presentations to the Evaluation Committee and the EUAB, and, assuming that scheduling can be managed, to the City Commission.

E. SELECTION FOR NEGOTIATIONS

Following the anticipated interviews and presentations, the Evaluation Committee will again meet, in public, to evaluate and rank the proposals on the basis of the following criteria.

Evaluation Criteria Score Sheet:		Weight
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required.	55
2	Relevant experience of proposer’s firm and personnel to be assigned to the project in Florida and in the Palm Beach County area.	20
3	Time and Task Budget and Maximum Not To Exceed Price.	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee’s estimation, diminish the value of the proposal to the City.	5

Each Proposal will be evaluated individually and in the context of all other Proposals. Proposals 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. Proposals failing to comply with the submission requirements, or those unresponsive to any material part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the Proposal that is most advantageous to, and in the best interests of, the City and its citizens. The City shall be the sole judge of the Proposals and the resulting Definitive Agreement that is in the City's best interests, and the City's decision shall be final.

At the public meeting, and after making its evaluations, the Evaluation Committee will make recommendations to the City Commission of the highest-ranked Proposer, the next-highest-ranked Proposer, and the following next-highest-ranked Proposer, assuming that there are 3 qualified Proposers. The Evaluation Committee may identify and rank additional Proposers through this process.

At a subsequent public meeting, the City Commission will decide on the Proposers, and the ranking of those Proposers, with whom the City's designated negotiation team will seek to negotiate the Definitive Agreement for the performance of the Scope of Services. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the Evaluation Committee's recommendations in determining the proposal that is most advantageous to and in the best interests of the City and its citizens.

F. NEGOTIATION AND AWARD; DEFINITIVE AGREEMENT

The City will designate a negotiating team, which is expected to consist of the City Manager, the City Utilities Director, the City Finance Director, a representative designated by the City Attorney, and a representative of the EUAB; the City Commission may designate additional members of the negotiation team. The City will first attempt to negotiate the terms and conditions of a Definitive Agreement, including the fee for the services to be rendered, with the highest-ranked Proposer. If the City and the highest-ranked Proposer cannot agree on satisfactory terms and conditions for the desired Definitive Agreement, the City reserves the right to terminate negotiations with the highest-ranked Proposer and move to the next-highest-ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a Definitive Agreement with a Proposer that best meets the needs of the City.

The Definitive Agreement must be approved by the City Commission. The Definitive Agreement will commence upon its execution by the City.

Each fiscal year of the Definitive Agreement, and any renewals or extensions, will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

The Contractor's hourly rates, which will be negotiated after the Proposals are ranked and the highest-ranked Proposers are identified, shall remain firm at least through December 31, 2015. Escalation rates beyond that date will be negotiated in the Definitive Agreement.

G. DEFINITIVE AGREEMENT SUBJECT TO CITY'S PROCUREMENT CODE

Award(s) resulting from this solicitation shall be subject to the provisions of THE CITY OF LAKE WORTH CODE OF ORDINANCES, "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", CHAPTER 2, ARTICLE XIV, SECTIONS 2-111 THROUGH 2-119.

For questions and additional information, contact:

PROCUREMENT

Kari Hansen
Purchasing Agent
7 North Dixie Highway
Lake Worth, FL 33460
Tel: (561) 586-1674
E-mail: KHansen@LakeWorth.org

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are being provided pursuant to a contract with the City 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 contract to the City, 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, Florida Statutes, 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:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

4. All principals and officers of the Proposer are named in the Proposal, and no person(s) other than those named therein has (have) any interest in the Proposal or in the anticipated contract.
5. The Proposer understands and agrees to all elements of the Proposal unless otherwise indicated or negotiated, and that the Proposal may become part of, and incorporated by reference into, any contract entered into between the City and the Proposer.
6. Proposer has not filed for bankruptcy in the past five (5) years.
7. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
8. Neither the Proposer, nor any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
9. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.
10. The Proposer understands and agrees to be bound by any and all addenda issued by the City in connection with this RFQ.
11. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
12. **Proposer certifies that the "Maximum Not To Exceed Price" as proposed is accurate, complete, and current at the time of submission of the Proposer's response to the RFQ, and that such Maximum Not To Exceed Price reflects hourly rates that are no higher than those charged to the Proposer's other customers for the same or substantially similar services in the Southeast Region of the United States during the preceding twelve (12) month period.**
13. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used

directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

14. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of information in its Proposal to third parties or to the public generally.

I certify or affirm that to the best of my knowledge and belief, the above statements are true and correct.

Proposer: _____

Officer's Name: _____

Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2014

by _____ (*name*) as the

_____ (*title*) of _____

(*Proposer*), and who is personally known to me or produced

_____ as identification.

Notary Public

Notary Stamp:

EXHIBIT “D”

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual’s name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

- and (if applicable) its Federal Employer Identification Number (FEIN) is:

- (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. 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 an agency or political subdivision of any other state or of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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 a 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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 any natural 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 agreement, shall be a prima facie case that one person 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.

c. 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 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.

d. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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)**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 HIS 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)

AFFIRMED AND SIGNED before me this _____ day of _____,
2014, by _____ (*name*), as the
_____ (*title*) of _____ (*Proposer*
firm), and who is personally known to me or who produced _____
_____ as identification.

Notary Public

Notary Stamp:

EXHIBIT "E"

FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

This sworn statement is submitted to the City of Lake Worth ("City") by

_____ [printed or typed name of individual] on behalf of _____ [printed or typed name of entity submitting this sworn statement], whose business address is:

If applicable, the entity's Federal Employer Identification Number (FEIN) is _____ . If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement is _____ .

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City of Lake Worth, Palm Beach County, the State of Florida, or any other public entity, including but not limited to the government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Purchasing Agent, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct hereinabove set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Certification, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this policy, or using substantially the same management, ownership or principals as the ineligible entity.

Any person or entity who claims that this policy is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Purchasing Agent. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING AGENT FOR THE CITY OF LAKE WORTH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PURCHASING AGENT OR THE CITY MANAGER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

(Print, type, or stamp Commissioned name of Notary Public)

Signatory Requirement – In the case of a business entity other than a partnership or a corporation, the affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner or partners. In the case of a corporation, this affidavit shall be executed by the corporate president.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System

SUMMARY:

This Agreement will authorize the economic and financial value of the City's electric utility system to be performed.

BACKGROUND and JUSTIFICATION:

The Electric Utility Advisory Board was directed to evaluate 3 alternatives concerning the Lake Worth Electric Utility: (1) sell the system, (2) build new generation facilities to serve the customers directly, (3) consider a long term purchase power agreement with another generating source. In order to consider a sale of the utility, it was determined that an Economic and Financial Value of the Electric Utility System to the City of Lake Worth and a Fair Market Value Appraisal needed to be determined. Request for Letters of Interest and Professional Qualifications (RFQ # 13-14-403) was issued June 20, 2014. Three proposals were received. Evaluation of the written submissions were done and the top 2 firms GAI and Willdan were selected to do Oral presentations. Evaluations of proposals were completed September 3, 2014. Willdan Financial Services of Orlando, Florida was selected as the preferred qualified consultant.

The Economic and Financial Value of the Electric System seeks to obtain an economic value to the City of Lake Worth. The Economic and Financial Value is determined as a going business concern for the indefinite future in terms of revenue provided to the City's general functions and activities. It was determined that Willdan Financial Services, Inc. had the best overall professional qualifications to perform the services requested in the RFQ. This appraisal is one component of the 'sale option' and should be performed in conjunction with the Fair Market Appraisal of the Electric Utility. The Willdan Financial Services price for this study is \$46,000.

This item was reviewed and recommended by the Electric Utility Advisory Board on November 5, 2014.

MOTION:

I move to approve / not approve an agreement with Willdan Financial Services, Inc. in the amount of \$46,000 to perform consulting services for the Economic and Financial Value of Electric Utility System of Lake Worth.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Request for Letters of Interest
- 3) Agreement
- 4) Economic Value of Electric System

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	46,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	46,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY2015 Budget	Current Balance	Agenda Expense	Remaining Balance
401-6020-531-31-90	Other	209,000	184,675	-46,000	138,675

C. Department Fiscal Review: Clay Lindstrom

The City of Lake Worth



RFQ # ____-14-____

**Request for Letters of Interest
and Professional Qualifications**

**Economic and Financial Value of Lake Worth
Electric Utility System to the City of Lake Worth**





Where the Tropics Begin

PROCUREMENT OFFICE

7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

REQUEST FOR QUALIFICATIONS

RFQ -14-

Request for Letters of Interest and Professional Qualifications

**Economic and Financial Value of Lake Worth Electric Utility
System to the City of Lake Worth**

SUMMARY The City of Lake Worth is requesting Letters of Interest and Professional Qualifications for qualified consultants to provide comprehensive economic and financial analyses of the value to the City of Lake Worth of continuing to operate its Electric Utility System, including analyses of what total sale price the City would have to receive for its Electric Utility System in order to be as well off, economically and financially, as if it were to continue operating the System.

TIME AND DATE DUE Time is of the essence and any Proposal received after **Friday, June 20, 2014 at 12:00 P.M.**, whether by mail or otherwise, will be returned unopened. It is the sole responsibility of any Proposer to ensure that the Proposer's Letter of Interest and Qualifications are physically received by the City at the address below by the time indicated. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number and title, and also with the date and hour by which proposals are scheduled to be received.

IMPORTANT NOTE: This RFQ process is subject to anti-lobbying ordinances and both the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Please carefully review Sections N, R, and S within Part I of this RFQ, General Information for Proposers, to avoid violation and possible sanctions.

Interested parties may obtain a copy of this Request for Qualifications by contacting the City of Lake Worth Procurement Office at (561) 586-1674 or from our website at www.lakeworth.org.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

SEALED ENVELOPE MUST BE IDENTIFIED AS RFQ # -14- .

BY: 
Kari Hansen, Procurement Office

PUBLISH: Demand Star/Onvia
May 22, 2014



Request for Letters of Interest and Professional Qualifications

Economic and Financial Value of Lake Worth Electric Utility System to the City of Lake Worth

RFQ ___-14-___

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Request for Letters of Interest and Professional Qualifications

Economic and Financial Value of City of Lake Worth Electric Utility System

RFQ ___-14-___

I. GENERAL INFORMATION FOR PROPOSERS

PROPOSERS AND PROPOSALS MUST COMPLY WITH AND CONFORM TO THE FOLLOWING INSTRUCTIONS AND REQUIREMENTS IN ORDER TO BE CONSIDERED FOR SELECTION.

Through this Request for Qualifications (“RFQ”), the City of Lake Worth (“City”) seeks Letters of Interest and Statements of Qualifications from qualified professional consultants to prepare comprehensive analyses of the economic and financial value of the Lake Worth Electric Utility System (“System”) to the City of Lake Worth. As discussed in more detail herein, time is of the essence in conducting this RFQ process, in selecting and engaging the most qualified Proposer to perform the requested services, and in the selected Proposer’s completing those services. Accordingly, all Proposers are notified and advised that their proposals must comply with and conform to the instructions and requirements in order to be considered for selection.

A. OPENING LOCATION

Proposals submitted in response to this RFQ will be publicly opened at:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Proposals become “Public Records” ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Section 119.071, Florida Statutes. Proposers should also note that the definitive contract between the City and the successful Proposer will be a public record and subject to disclosure to any member of the public requesting it.

B. RFQ DOCUMENTS AND RELATED INFORMATION

Notices or bids, requests for proposals, requests for qualifications, and related documents, including addenda, are posted on Demand Star at <http://www.DemandStar.com> and on the City Procurement Office’s web page at <http://www.lakeworth.org>. Bid documents, including RFQs and requests for proposals are available in portable data format (pdf) files,

which may be viewed and printed using Adobe Acrobat software. You may download a free copy of this software (Adobe Acrobat) from the City's web page if you do not have it.

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLAN HOLDER" DISTRIBUTION SYSTEM.

C. PROPOSAL DELIVERY REQUIREMENTS

It shall be the sole responsibility of each Proposer to ensure that his/her/its proposal is physically delivered to and received by the City's Procurement Office on or before the stated time and date. As stated above, the date and time due are as follows:

12:00 P.M., Eastern Daylight Time, July 7, 2014.

ANY PROPOSALS RECEIVED AFTER THE STATED TIME AND DATE WILL NOT BE CONSIDERED.

IF A PROPOSAL IS SENT BY U.S. MAIL, OR BY ANY OTHER DELIVERY SERVICE, THE PROPOSER SHALL BE SOLELY RESPONSIBLE FOR ITS TIMELY DELIVERY TO THE CITY'S PROCUREMENT OFFICE. PROPOSALS DELAYED IN THE MAIL, OR IN TRANSIT BY ANY OTHER DELIVERY SERVICE, SHALL NOT BE CONSIDERED AND SHALL NOT BE OPENED AT THE PUBLIC OPENING. Arrangements for the return of any proposals that are received after the stated time and date shall be made at the Proposer's request and at the Proposer's expense.

D. CHANGES, CLARIFICATIONS, INTERPRETATIONS, ADDITIONAL INFORMATION, AND ADDENDA TO RFQ

Changes to this RFQ will be made only by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Bids and Proposals. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail to the following City Purchasing Agent:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

The City will respond to questions and to requests for clarification, interpretation, and additional information that are received by the above-named Purchasing Agent **no later than 5:00 P.M. Eastern Daylight Time, on Wednesday June 25, 2014**, which is nine (9)

calendar days prior to the due date for proposals. The City will not respond to any questions, inquiries, or requests received after this time.

All questions, inquiries, and requests will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFQ. The City intends to issue responsive addenda as soon as practicable after each request or question is received, and similarly, if the City determines on its own that any addenda are necessary, it will issue them as soon as practicable. In all events, the City will strive to issue all addenda responding to Proposer requests and questions by 5:00 P.M. on Monday, June 16, 2014, which is four (4) calendar days and four (4) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

Each Proposer is responsible to examine all RFQ documents and for evaluating and judging all matters relating to the adequacy and accuracy of such documents as perceived and understood by the Proposer. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information desired by the Proposer with respect to the RFQ shall be made in writing (electronic mail is satisfactory) through the Lake Worth Procurement Office. The City shall not be responsible for oral interpretations given by any City employee, representative, agent, or other person. **THE ISSUANCE OF A WRITTEN ADDENDUM IS THE ONLY OFFICIAL METHOD WHEREBY ANY INTERPRETATION, CLARIFICATION, OR ADDITIONAL INFORMATION CAN OR WILL BE GIVEN BY THE CITY.**

Each Proposer is responsible to make any such written addenda a part of the Proposer's proposal. It shall be the responsibility of each Proposer, prior to submitting his/her/its proposal, to contact the Lake Worth Procurement Office, using the contact information provided in subsection I.B above, to determine if any addenda were issued in connection with this RFQ. In the absence of express inclusion of the addenda with a Proposer's proposal, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

The deadline for requesting any interpretations, clarifications, or additional information pertaining to this RFQ shall be Wednesday, June 25, 2014 at 5:00 P.M. EDT. This deadline has been established to maintain fair and practicable handling of all reasonable and timely requests and to ensure fair treatment of all potential Proposers.

E. TERMS

The term "Proposer" refers to a firm, individual, company, or other business entity submitting a response to this RFQ. The complete submittal is referred to as the "Proposal." It is the City's intention to enter into a written agreement, referred to herein as the "Definitive Agreement," with the Proposer whose Proposal, including the definitive terms negotiated between the City and the successful Proposer and embodied in the Definitive Agreement, represents the engagement that is most advantageous to, and in the best interests of, the City and its citizens. As applicable, once the Definitive Agreement is executed, the successful Proposer will thereafter be referred to as the "Contractor."

F. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addenda and/or changes to this document. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or by other sources not connected with the City, and the Proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

G. LEGAL NAME OF PROPOSER

Each Proposal shall clearly state the legal name, address, and telephone number(s) of the Proposer, regardless whether the Proposer is a company, firm, partnership, individual, or other form of business entity. Each Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

H. PROPOSAL EXPENSES

All expenses incurred by a Proposer in preparing a Proposal, supporting a Proposal, making a presentation to the City in support of a Proposal, or otherwise incurred in connection with seeking to provide the Scope of Services sought by the City through this RFQ are solely the responsibility of the Proposer, and are not subject to reimbursement by the City in any way or for any reason.

I. PROTESTS

Any Proposer 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, Chapter 2, Article XIV, Sections 2-111 through 2-119. 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.

J. PUBLIC DISCLOSURE

Upon receipt by the City, all inquiries and responses to inquiries related to this RFQ become "Public Records" under Florida law and are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

Proposals become "Public Records" ten (10) days after the proposal opening, or on the date on which an award decision is made if such decision is made less than ten (10) days

after the proposals are opened. No announcement of pricing or review of the Proposal documents shall be conducted at the public opening of the Proposals.

K. 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 Proposal does not affect this right. **No variances to this provision shall be accepted.**

L. RIGHTS RESERVED BY THE CITY

There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the best overall responsive Proposal which is most advantageous and in the best interests of the City and its citizens. The City shall be the sole judge of the Proposals and the resulting contract that is in its best interests, and its decision shall be final.

The City reserves the right to reject all Proposals and either to re-issue the RFQ or to cancel the RFQ altogether.

The City reserves the right to make such investigations of any Proposer, or of any representations contained in any Proposal, and to solicit additional information or submittals from any Proposer, or from others, including references and former employers, as the City deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Qualifications.

M. APPLICABLE LAWS

This RFQ is subject to all applicable laws, including without limitation, the statutes, rules, regulations, and ordinances, of the United States, the State of Florida, Palm Beach County, and the City of Lake Worth. Each Proposer must be qualified to transact business in the State of Florida. Proposers are specifically advised that Proposals and other information submitted in connection with this RFQ, as well as Proposers' inquiries and requests regarding the RFQ, and the City's responses to such inquiries and requests, are subject to Florida's Public Records laws, particularly Chapter 119, Florida Statutes.

N. ETHICAL REQUIREMENTS

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. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer 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.

O. PUBLIC ENTITY CRIMES

Each Proposer shall submit a sworn statement regarding “public entity crimes” as that term is defined in Section 287.133(1)(g), Florida Statutes, as Exhibit D to its response to this RFQ.

P. INSURANCE

The successful Contractor shall, within five (5) days following execution of the Definitive Agreement with the City, and before doing any work under the Definitive Agreement, procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations are performed by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Definitive Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums required by the City.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name The City of Lake Worth as an additional insured to the extent of its interests arising from the Definitive Agreement, or from any other contract, lease, or similar document arising from this RFQ.

The Proposer/Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Proposer's/Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of the Definitive Agreement between the City and the Contractor.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440, Florida Statutes.

The Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor firm is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CITY, certificates of insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CITY at least 30 days prior to coverage renewals. Failure of the Contractor firm to provide the CITY with such renewal certificates may be considered justification for the CITY to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The City of Lake Worth is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate The City of Lake Worth as the certificate holder as follows:

City of Lake Worth
7 N. Dixie Hwy
Lake Worth, FL 33460

5. Indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the CITY, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Contractor shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CITY requires the following endorsements or additional types of insurance:

Professional Liability/Malpractice/Errors or Omissions Insurance

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Q. DRUG FREE WORKPLACE

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals received by the City are equal with respect to price, quality, and service, 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. Accordingly, Proposers are encouraged to carefully review

Exhibit B to this RFQ, "CONFIRMATION OF DRUG-FREE WORKPLACE," and, if applicable, execute that Confirmation for inclusion with their Proposals.

R. LOBBYING

All prospective Proposers are hereby cautioned not to contact any City Commissioner, member of City Staff, or any member of the Evaluation Committee (to be created by the City as described herein) after submittals are opened, nor attempt to persuade or promote the selection of their Proposals through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified Proposers. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the Proposer's Proposal.

S. 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 due date for proposals in response to this RFQ. A complete copy of the City's Procurement Code is available on-line at municode.com under the City of Lake Worth's Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. All Proposers are strongly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all Proposals, or other action by the City to end the selection process.

T. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

Each Proposer shall submit an executed statement of Representations, Warranties, and Disclosures in the form, and having the content of, Exhibit C to this RFQ.

U. PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

The City of Lake Worth has adopted a policy prohibiting the award of City contracts to persons, business entities, or affiliates of business entities who have not submitted a written certification to the City that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, or violations of certain environmental laws. A Non-Conviction Certification Form is attached as Exhibit E to this RFQ for this purpose.

V. EQUAL EMPLOYMENT OPPORTUNITY

The City of Lake Worth, consistent with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the United States Department of Commerce (15 CFR, Part 8) issued pursuant to that Act, hereby notifies all prospective Proposers that the City will affirmatively ensure that, in any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, creed, sex, age, or national origin in consideration for award of a Definitive Agreement pursuant to this RFQ.

W. AMERICANS WITH DISABILITIES ACT

The City of Lake Worth does not discriminate on the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to participation, employment, or treatment in the City's programs and activities. Anyone requiring reasonable accommodation for the public meetings specified in this RFQ, e.g., the public opening of proposals, public information meetings, meetings of the City's Electric Utility Advisory Board, City Commission meetings, presentations, and other public events, should contact the person named as the contact person of the City's Procurement Office at least twenty-four (24) hours in advance of any such activity, to ensure that proper arrangements for the requestor's attendance and participation can be made.

X. DISCLAIMERS AND DISCLOSURES

The information contained herein is provided solely for the convenience of Proposers. While the City has used reasonable diligence in its efforts to ensure that the information herein is as accurate as possible, it is the specific responsibility of each Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances or warranties 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 Proposer's own risk. Proposers 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 Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals 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 Proposals in response to this RFQ. Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and

disclosure data, relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, principals, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to Proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Proposals, 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 liability or obligation on the part of the City or the City's advisors.

Any Proposer who submits a Proposal in response to this RFQ fully and expressly acknowledges all the provisions of this section titled DISCLAIMERS AND DISCLOSURES and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

II. SUBMITTAL OF DOCUMENTS - FORM AND CONTENT OF PROPOSALS

A. NUMBER AND FORMAT OF COPIES TO BE SUBMITTED; SUBMITTAL TO BE SEALED AND MARKED

Proposers desiring to provide the Scope of Services sought by the City through this RFQ shall **submit one (1) original paper copy, five (5) additional paper copies, and one (1) electronic copy** of their complete Proposals containing all of the requested documents and information set forth below by **12:00 P.M. (12:00 Noon) Eastern Daylight Time on Monday, July 7, 2014**. Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered. Electronic copies should be submitted on a CD or DVD, or other industry standard electronic storage device with a USB connection.

The above-described copies, including the paper copies and the electronic copy, shall be submitted in one sealed package, clearly marked on the outside as follows: "Sealed Proposal in Response to City of Lake Worth RFQ # ____-14-____". The complete submittal package shall be delivered to the following address:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Original letters of interest shall be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information may delay evaluation of the qualifications. Submittals that are substantially incomplete or that lack key information may be rejected by the City at its discretion.

B. DOCUMENTS TO BE SUBMITTED

Each Proposer shall submit the following documents and documentation as the Proposal that the Proposer wishes the City to consider in this RFQ process.

1. Letter of Interest
2. Statement of Qualifications & Proposal
3. Exhibit A PROPOSER INFORMATION & SIGNATURE PAGE
4. Exhibit B CONFIRMATION OF DRUG-FREE WORKPLACE
5. Exhibit C REPRESENTATIONS, WARRANTIES, AND DISCLOSURES
6. Exhibit D SWORN STATEMENT RELATING TO PUBLIC ENTITY CRIMES
7. Exhibit E FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

C. CONTENT OF LETTER OF INTEREST

Each Proposer shall submit a Letter of Interest providing the following information:

1. The Proposer's legal name and business address.
2. Express declaration that the Proposer wishes to be considered for award of a Definitive Agreement to perform the Scope of Services described in this RFQ.
3. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.
4. A statement, confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer is willing and able to perform the Scope of Services described in this RFQ, within the time set forth herein, at a total cost to the City that is no greater than the Proposer's Maximum Not to Exceed Price.
5. A statement, also confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer will, for additional consideration to be negotiated if and when necessary and appropriate, provide additional services related to the Proposer's analysis of the Economic & Financial Value of the City's Electric Utility System. Such additional services may include making up to 3 additional presentations to meetings of the Electric Utility Advisory Board ("EUAB"), and up to 3 additional presentations to the City Commission or to public workshops regarding the City's Electric Utility System, or providing support in connection with future proceedings or negotiations. (In this context, "additional presentations" refers to presentations or testimony to meetings after those contemplated as being made to the EUAB and the City Commission in or about December 2014, at the conclusion of the Contractor's completion of the Economic & Financial Value analysis of the City's Electric Utility System.)

D. CONTENT OF STATEMENT OF QUALIFICATIONS & PROPOSAL

Each Proposal shall include the items and content listed below.

1. A description of the Proposer, including the Proposer's form of business entity (corporation, partnership, limited partnership, limited liability company, individual, sole proprietorship, or other), and also including the names of the Proposer's principals and officers.
2. Proof of proper State of Florida business licensure. If the Proposer is a registered business entity in Florida, please submit a statement confirming that the Proposer is in good standing with the Division of Corporations, Florida Department of State. If the Proposer is not a registered business entity in Florida, please submit documentary evidence confirming that the Proposer is authorized to transact business in Florida.

3. A description of the Proposer's background, size, and general staffing levels, including information for the Proposer organization stating how many total employees work for the Proposer at any time, including full-time, part-time, temporary, and seasonal employees, and also including an indication of how many subcontractors work for the Proposer, on average.

4. A description of any changes in the mode of conducting business that either the Proposer, or the principals who will be dedicated to performing the Scope of Services described herein, have made within the past three (3) years. Such changes should include any mergers, acquisitions, consolidations, changes of employment by principals (from one firm to another), downsizing, or bankruptcy proceedings.

5. Principals and Key Personnel. Specific listing of the principals and other key personnel (including, without limitation, support staff, junior technical or analytical employees, subcontractors, and others) who will be dedicated to performing the Scope of Services, including the relevant experience of each principal and other key personnel listed. At a minimum, include a current resumé or curriculum vitae for each principal who will be dedicated to performing the Scope of Services; resumé or curriculum vitae for other, non-principal key personnel are desirable but not required.

6. Professional Licenses and Certifications. For each principal or other key personnel, include information regarding such person's professional licenses and certifications, e.g., Professional Engineer or Certified Public Accountant licenses, including the state or states in which each person is licensed, and license numbers; certification as a Certified Government Financial Manager; certification as a Certified Public Finance Officer; certification as an Accredited Member or as an Accredited Senior Appraiser by the American Society of Appraisers; or other certifications or licenses that the Proposer believes are relevant to the Proposer's ability to perform the Scope of Services.

7. Approach to Scope of Work. Provide a detailed description of the approach, or approaches, that the Proposer intends to use to perform the Scope of Services requested by the City.

8. Time and Task Schedule and Person-Hours Budget

Background. The City anticipates executing the Definitive Agreement for the services sought through this RFQ by September 4, 2014, and the City expects the work to be substantively and substantially complete by December 8, 2014. (Reasonable allowances will be made for final editorial changes and non-substantive revisions between December 8 and the final presentation to the City Commission in December 2014.) This schedule is necessary to support other decisions that the City must make relative to its electric utility operations, and accordingly, **any variance to this schedule that reflects a substantive completion date later than December 8, 2014, will be disqualified.** Proposers should also expect that the Definitive Agreement for the contemplated services will include severe financial penalties if the work is not substantively and substantially complete by December 8, 2014.

The Proposer's Time and Task Schedule and Person-Hours Budget should identify major components (tasks) of the work effort that the Proposer intends to apply to perform the Scope of Services, and may also identify more detailed components of the work effort. For each work component or task identified, the Proposer should indicate:

- a. the estimated person-hours of each principal and other key personnel with respect to each task;
- b. the total person-hours that the Proposer estimates will be required to complete each such task; and
- c. the projected date on which each task will be completed.

9. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

10. Listing of similar projects that the Proposer, or current principals of the Proposer, have completed over the past five (5) years, including the services provided and the location of the electric utility facilities or systems for which an economic or financial value analysis was provided. As applicable and available, please include citations, titles and dates of reports, information as to how the Proposer's work product can be accessed via the internet, and any other information that would assist the City in accessing and reviewing relevant work products of the Proposer or its principals. The requested listing should include any legal proceedings, including arbitrations, civil trials, eminent domain proceedings, or other proceedings in which the Proposer's estimate of the economic or financial value of utility facilities or a system was at issue.

11. Variances. While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, **other than variances to the Scope of Services, which will not be acceptable**, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City. **Proposers should note specifically that the date set forth herein for substantive and substantial completion of the Scope of Services, December 8, 2014, has been established by the City to accommodate and facilitate other decisions that the City expects to make in connection with its Electric Utility System, and accordingly, any proposed variance that materially deviates from this date will result in the Proposal being disqualified.**

12. References. A list of references from past or current clients for whom the Proposer, or its principals who will be dedicated to performing the Scope of Services herein, have performed work that is similar to that requested in the Scope of Services herein. The information provided should include the name of the client, the names of individuals familiar with the Proposer's (or principal's) work for the client, and telephone numbers, mailing addresses, and e-mail addresses for such contact persons.

13. Addenda. The Proposal should include all addenda issued in connection with this RFQ, if practicable. If a Proposal does not include the addenda, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

14. Each Proposer shall list any lawsuits, including case number and venue, in which either the Proposer firm or any principals of the firm, or any subcontractors whom the Proposer intends to assign to work on the Scope of Services, has been involved relative to services performed or that the Proposer was alleged to have failed to perform over the last five (5) years.

15. Any additional information that the Proposer believes would assist the City in evaluating the Proposer's Proposal.

III. SCOPE OF SERVICES

A. INTRODUCTION

In summary, the City of Lake Worth seeks to obtain thorough, detailed professional analyses of the economic and financial value to the City and its citizens of continuing to operate its Electric Utility System as a going business concern for the indefinite future. This request arises because, as a matter of public policy and good government, the City asks the question whether it should remain in the electric business, or whether it should exit the electric business.

The City Electric Utility System has substantial value to the City in many respects, but the requested analyses are directed to the System's economic and financial value to the City. Like the electric utility systems owned and operated by most or all of the 35 Florida municipalities that operate their own electric systems, the Lake Worth Electric System generates revenues greater than the short-term and long-term costs that it incurs to own and operate the Electric Utility System, and those revenues are used to support general City government functions. In summary, the City receives revenues from the sale of electric service (primarily at retail, but also including some wholesale revenues), and from the public service tax that it imposes within the City limits pursuant to Section 166.231, Florida Statutes. Proposers should be aware that the City has adopted Ordinance No. 2013-40, which provides that "the City of Lake Worth, Florida, is committed to a five (5) year plan to lower the City's electric rates to attain parity with rates charged by FPL for similar services." The City also incurs the same types of costs that all electric utilities incur. These include (a) the costs to own, operate, and maintain power plants, transmission and distribution facilities, costs for purchasing wholesale power, and costs to service its customers' accounts (billing, collection, and customer assistance), and (b) long-term costs such as debt service, long-term contractual obligations for purchased power, and long-term costs associated with pension liability for both current employees and retirees.

If the City were to sell its Electric System, the assumption is that a Purchasing Utility would buy all of the City's electric facilities and assets, take over the responsibility to serve all of the City's electric customers, and either assume all of the City's short-term and long-term liabilities associated with the Electric System or pay the City an amount sufficient to pay off all foreseeable liabilities; the City would also expect to receive revenues from franchise fees that would be collected and remitted by the Purchasing Utility, from the public service tax on sales to customers within the City limits, and from property taxes paid by the Purchasing Utility, assuming that the Purchasing Utility was not exempt from such taxes. Revenues and costs are discussed in more detail below.

Because the City relies on its Electric System as a revenue source, the ultimate answer to the City's question – the value of the System to the City whether it remains in or exits the electric business – must be informed by considerations of how the City would fund general City government functions and activities if it were to exit the business, and this question can be formulated as follows:

Including providing funds that are sufficient to pay all operating costs and all costs associated with long-term contractual obligations and other liabilities, what is the value to the City of Lake Worth of continuing to own and operate its Electric Utility System in terms of the contributions that the surplus revenues from the System makes, and is reasonably foreseeable to make, to support City government functions and activities?

Alternately, the question may be formulated as follows:

What minimum price would the City have to receive, and under what terms and conditions could a sale of the City's Electric Utility System be made, that would leave the City in a better financial situation – in terms of being able to support City government – following the sale as it would be by continuing to operate and fully upgrade the System by a capital investment in generation facilities? Additionally, what is the net present value to the City?

Because the City necessarily plans to exist indefinitely, the City believes that the time horizon for the requested analyses must be at least 50 years, and that analyses for both 50 years and 100 years would be appropriate.

The City desires that the analyses of the Economic & Financial value of the City's Electric Utility System be stated as of January 1, 2017, and also as of January 1, 2018, and as of January 1, 2019.

The scope of services may be expanded after completion of the initial written report and presentations to include participation in future City activities relating to the future of the City's Electric Utility System. The City anticipates that such potential expansion of scope will be addressed in the Definitive Agreement between the City and the Contractor, e.g., by agreement on the scope of such services and the hourly rates at which the Contractor would be compensated if the City were to desire to engage the Contractor to provide such services. (Proposes should not include either hours or costs for such expanded activities in their Proposals.)

B. PRODUCTS AND SERVICES

1. Analyses

The City desires analyses of the value to the City of continuing to own and operate its Electric Utility System. The questions stated above can be approached from at least two different directions.

a. First, if the analysis assumes that the City would remain in the electric business, the analysis would address the net present value (NPV) of the difference between the System's revenues and all costs of owning and operating the System, including all long-term liabilities, again assuming that Electric System revenues are sufficient to pay all short-term and long-term costs. This analysis should consider anticipated customer growth equivalent to

national and state projections, potential debt, rate parity, and revenue sufficiency to still provide the surplus revenues to support City government.

b. If the analysis assumes that the City were to sell the System, the analysis would address the NPV of the difference between the surplus funds that the City Electric System would generate to support the City, under continuing City ownership and management, and the funds (franchise fees, public service taxes, and property taxes, if applicable) that would be generated by the Purchasing Utility, assuming that the Purchasing Utility would assume or otherwise fully guarantee all of the City's liabilities associated with the Electric Utility System.

c. If the analysis contemplated by subparagraph b above does not assume that the Purchasing Utility will assume or fully guarantee all of the City's liabilities, then the analysis must address the sum of the NPV of the surplus funds that the Electric System generates to support the City plus the NPV of the amount that the City would have to receive in order to be able to cover all of its short-term and long-term liabilities.

2. Written Report

The Contractor's estimates of the economic and financial value of the Electric System to the City must be fully documented in a written report submitted to the City by the Contractor. The written report must include all assumptions, supporting analyses and calculations, source data, and other supporting materials upon which the estimates are based.

3. Presentations to Electric Utility Advisory Board and City Commission

The Contractor will also be expected to present the Economic & Financial Value analyses, including detailed results, to meetings of the Electric Utility Advisory Board and the City Commission. Those meetings are expected to be held on or about December 15-16, 2014.

4. Additional Services

The City may, in the future, require the professional services of the Contractor in connection with matters relating to the value of the City's Electric Utility System. Such additional professional services may include additional presentations to the EUAB or the City Commission beyond those presentations expected to be made in December 2014, and potentially support of negotiations relating to a sale of the system to another entity, such as another utility system. Such additional services should not be included in the Proposer's Time and Task Budget or in the Maximum Not To Exceed Price. However, the City desires that the Contractor commit to providing such services as they may become necessary in the future, and the City expects to negotiate hourly rates and appropriate terms and conditions for such services as part of the Definitive Agreement.

C. DESCRIPTION OF CITY OF LAKE WORTH

The City of Lake Worth is a municipality and political subdivision of the State of Florida, duly organized and existing under the laws of that State. The City is governed by a

duly elected City Commission composed of five (5) members, a Mayor, Vice Mayor, and three District Commissioners, each of whom are elected to two-year terms. The City is located in Palm Beach County, Florida. The current population of the City is approximately 37,000 persons. Geographically, the City comprises approximately 7 square miles and includes a beach on the Atlantic Ocean as well as frontage on the body of water known as Lake Worth.

The City owns and operates an Electric Utility System, as well as water and wastewater utility systems. The Electric Utility System is subject to ultimate decision-making governance by the City Commission, which meets between two and four times per month, as required by the needs of the City. The City Commission regularly receives input directly from interested citizens, and also from the Electric Utility Advisory Board (EUAB), a standing board consisting of citizens appointed by the City Commission to investigate and consider electric utility issues and to provide their advice to the Commissioners. The EUAB normally meets monthly.

The City's total expenditure budget for Fiscal Year 2014 is \$196,249,345. The total budget for the Electric System for FY 2014 is approximately \$60.4 million. The City's FY 2014 budget indicates that the Electric System will contribute approximately \$4.1 million to the City's General Fund as a Contribution from Enterprise, which is the equivalent of a Payment in Lieu of Taxes (PILOT), and that the Electric System will also contribute approximately \$3.1 million toward general City administrative costs. Additionally, the City collects public service taxes on electric utility service pursuant to Section 166.231, Florida Statutes. The City anticipates that it would continue to collect the public service tax even if the Electric System were sold to another entity. (If so, the City expects that the public service tax percentage would remain constant at its present level of 10 percent, but this rate would have to be applied to the assumed revenues of the purchasing utility.)

The City has certain pension liabilities for current employees and retirees. The City estimates that the pension liability for employees and retirees of the Electric System represents approximately 50 percent of the total. As of October 1, 2011, the City had an Unfunded Accumulated Actuarial Liability of approximately \$41 million to \$45 million, depending on the assumptions used in the actuarial analyses; under the current amortization schedule, this Unfunded Accumulated Actuarial Liability is projected to be fully amortized (decline to zero) in 2041.

As a matter of public policy, for the purpose of its consideration of whether to remain in or exit the electric business, the City believes that all other tax rates and revenue sources should be assumed to remain constant, such that the City will get an accurate assessment of the economic and financial value of the Electric System to the City.

D. DESCRIPTION OF LAKE WORTH ELECTRIC UTILITY SYSTEM

1. History

The City of Lake Worth was formally incorporated in 1912. The first electric franchise was granted to the Lake Worth Water, Light, and Ice Company in 1913, and the first “turning on of the lights” took place on May 18, 1914. Thus, this RFQ process coincides precisely with the centennial of the Lake Worth electric system. The City purchased both the water and light systems in 1916. The first electric meters were installed in 1919, and some of those are still in service.

2. Overview of Customers and Load Characteristics

As Lake Worth has grown, so has its Electric Utility System. The City now provides service to approximately 25,000 customer accounts (meters). The City’s 2014 Net Energy for Load is estimated to be approximately 440,000 megawatt-hours (MWH), and is expected to grow modestly over the foreseeable future, to approximately 475,000 MWH in 2023. In terms of energy sales, approximately 57 percent are Residential, approximately 22 percent are Commercial, and approximately 1 percent are for Street & Highway Lighting. The City’s maximum annual peak demands are estimated to be approximately 88 megawatts (MW) in 2014, and to increase to approximately 100 MW in 2023.

3. Overview of Electric System Revenues and Expenses

As summarized above, the City of Lake Worth has operated its Electric Utility System as a “going business concern” for nearly a century. Over time, like most, if not all, other Florida municipal utility systems, the City has used a reasonable amount of the revenues generated from its electric operations to supplement its general budget. The current general fund contribution is approximately \$4.1 million per year. The Electric System also contributes approximately \$3.1 million per year to general City administrative costs; this administrative cost contribution is based on an allocation formula, but the Economic & Financial Value analyses will have to address whether any of the general City administrative costs could be avoided or discontinued if the City were to sell its Electric System.

Total Electric System revenues include retail revenues and wholesale revenues. Retail revenues include both charges for the sale of electricity to end-use customers and “service charges,” such as connection fees, reconnection fees, late charges, and the like. System expenses include: contract payments for the purchase of wholesale power; costs incurred by the City to own and operate its own fleet of power plants; certain fuel supply costs; the costs of bulk transmission service; costs incurred to own and operate its transmission and distribution facilities; costs to service customer accounts, including metering and billing costs; engineering costs; depreciation; and debt service costs. The contributions to the City’s general fund and contributions to cover general City administrative costs are treated as expenses in the Electric System budget.

4. Generation Assets

The City's generation assets include approximately 90 MW of City-owned generating units, of which 9.9 MW is only available for emergency operations. The City's generation assets also include generation entitlements to approximately 20.6 MW (including associated energy) of the output of the St. Lucie 2 nuclear power plant, which is jointly owned by the Florida Municipal Power Agency (FMPA) and Florida Power & Light Company (FPL) and operated by FPL; and to approximately 10.0 MW (including associated energy) of the output of the Stanton I coal-fired power plant, which is jointly owned by FMPA, the Orlando Utilities Commission (OUC), and the Kissimmee Utility Authority (KUA), and operated by OUC. The City's generation entitlements to the St. Lucie plant's output arise through a number of contracts and amendments, the chief of which are the St. Lucie Power Sales Contract between FMPA and Lake Worth dated June 1, 1982, as amended, and the St. Lucie Project Support Contract dated as of June 1, 1982, as amended. The City's generation entitlements to the Stanton I unit's output arise through certain contracts, as amended, the chief of which are the Stanton I Power Sales Contract between FMPA and Lake Worth dated January 16, 1984, and the Stanton I Project Support Contract dated January 16, 1984.

The City is also a party to similar power supply contracts for the output of the Stanton II coal-fired unit operated by OUC. The City's rights and obligations with respect to the Stanton II unit's output have been assigned to the Kissimmee Utility Authority (KUA); however, the City remains contingently liable under those agreements, in the event that KUA were to default.

In February 2013, the City entered into that certain INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION (the "OUC-COLW PPA"), pursuant to which OUC provides Wholesale Electric Service and Asset Management Services to the City. Pursuant to the OUC-COLW PPA, OUC will supply wholesale electric energy and wholesale electric capacity to the City for a minimum initial term of 3 years, from January 1, 2014 through December 31, 2016. The City has the option to extend its purchases from OUC for 2 additional years, one year at a time, i.e., for the period January 1-December 31, 2017, and for the period January 1-December 31, 2018. Unless amended by the written agreement of both Parties, the OUC-COLW PPA will terminate no later than December 31, 2018. For purposes of the Economic & Financial Value analyses sought through this RFQ, however, the City believes that the Contractor should assume that any purchase of the City Electric System should occur simultaneously with the termination of the OUC-COLW PPA.

Detailed information regarding the City's generation assets, including all of the relevant contracts and amendments relating to the City's entitlements to the output of the St. Lucie 2 nuclear unit and the Stanton 1 unit, will be made available on the City's website. A redacted version of the OUC-COLW PPA will also be made available on the City's website. The OUC-COLW PPA contains certain information that OUC has designated as trade secret information; to the extent necessary to support the Contractor's analyses of the Economic & Financial Value of the City's Electric Utility System, the City will, subject to the execution of an acceptable Non-Disclosure Agreement protecting OUC's trade secret information, make

an unredacted copy of the PPA available for review by the Contractor at the City's offices, subject to the Contractor's execution of a confidentiality agreement.

5. Transmission Assets

The City is interconnected to the Florida bulk power supply grid at the Hypoluxo Substation, which is located in the western part of the City and which is owned by the City of Lake Worth and operated by FPL. The City owns and operates 10.09 circuit miles of 138 kV transmission lines. The City also obtains network transmission service from FPL pursuant to a Service Agreement for Network Integration Transmission Service between FPL and Lake Worth, and also pursuant to a Contract for Interconnected Operations between FPL and Lake Worth.

6. Distribution Assets

The City owns and operates approximately 199 miles of distribution lines. Approximately 101 miles of those are operated at 26 kV, and approximately 98 miles are operated at 4 kV.

The City owns and maintains eleven (11) distribution substations. The City also owns the Hypoluxo Substation, which interconnects the City's Electric System to FPL's transmission system. FPL operates the Hypoluxo Substation pursuant to an agreement with the City.

IV. EVALUATION, SELECTION, NEGOTIATIONS, AND AWARD

This section of the RFQ sets forth the RFW timetable and descriptions of the major steps and procedures that the City anticipates taking in reaching its decision to select a Contractor and execute a Definitive Agreement for the Scope of Services.

A. GENERAL

This section describes the timetable for this RFQ process and the major steps in that process, including: preliminary evaluation and ranking of Statements of Qualifications and Proposals, the selection of a “short list” of Proposers who will be invited to be interviewed and make presentations to the City, the City Commission’s decision on the ranking of Proposers, the negotiations for a Definitive Agreement, beginning with the highest-ranked Proposer, and the Definitive Agreement.

B. RFQ TIMETABLE

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

- Advertisement of RFQ June 16, 2014
- Final Date for Proposers’ Questions/Requests June 25, 2014 at 5:00 P.M.
- City Responses to Questions – continuing, responses as quickly as feasible
- Final City Responses to Questions July 2, 2014 at 5:00 P.M.
- Proposals Due July 7, 2014 at 12:00 P.M.
- Initial Evaluation Committee Meeting July 7, 2014
- Presentations to EUAB & City Commission July 15-16, 2014
- Evaluation Committee Meeting July 24-25, 2014
- Negotiations with Highest-Ranked Proposer July 28-31, 2014
- Contingency: Additional Negotiations August 4-8, 2014
- Recommendation to City Commission August 12, 2014
- Proposal Selection by City Commission August 19, 2014
- Contract Execution September 4, 2014

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

C. PRELIMINARY EVALUATION OF PROPOSALS

The City intends to appoint an Evaluation Committee to evaluate the Proposals submitted by all Proposers. The Evaluation Committee will convene for a public meeting to identify qualified Proposals, which will be those substantially complete Proposals that are (a) submitted by Proposers who are capable of performing the Scope of Services and (b) not disqualified because of any criteria set forth herein, e.g., unacceptable proposed variances, conflicts of interest, and the like. The members of the Evaluation Committee will be charged with individually evaluating the responses prior to the meeting.

D. “SHORT LIST,” INTERVIEWS, AND PRESENTATIONS BY PROPOSERS

The City intends to invite all qualified Proposers to make presentations to the Evaluation Committee and the EUAB, and, assuming that scheduling can be managed, to the City Commission.

E. SELECTION FOR NEGOTIATIONS

Following the anticipated interviews and presentations, the Evaluation Committee will again meet, in public, to evaluate and rank the proposals on the basis of the following criteria.

Evaluation Criteria Score Sheet:		Weight
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required.	55
2	Relevant experience of proposer’s firm and personnel to be assigned to the project in Florida.	20
3	Time and Task Budget and Maximum Not To Exceed Price.	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee’s estimation, diminish the value of the proposal to the City.	5

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals 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. Proposals failing to comply with the submission requirements, or those unresponsive to any material part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the Proposal that is most advantageous to, and in the best interests of, the City and its citizens. The City shall be the sole judge of the Proposals and the resulting Definitive Agreement that is in the City's best interests, and the City's decision shall be final.

At the public meeting, and after making its evaluations, the Evaluation Committee will make recommendations to the City Commission of the highest-ranked Proposer, the next-highest-ranked Proposer, and the following next-highest-ranked Proposer, assuming that there are 3 qualified Proposers. The Evaluation Committee may identify and rank additional Proposers through this process.

At a subsequent public meeting, the City Commission will decide on the Proposers, and the ranking of those Proposers, with whom the City's designated negotiation team will seek to negotiate the Definitive Agreement for the performance of the Scope of Services. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the Evaluation Committee's recommendations in determining the proposal that is most advantageous to and in the best interests of the City and its citizens.

F. NEGOTIATION AND AWARD; DEFINITIVE AGREEMENT

The City will designate a negotiating team, which is expected to consist of the City Manager, the City Utilities Director, the City Finance Director, a representative designated by the City Attorney, and a representative of the EUAB; the City Commission may designate additional members of the negotiation team. The City will first attempt to negotiate the terms and conditions of a Definitive Agreement, including the fee for the services to be rendered, with the highest-ranked Proposer. If the City and the highest-ranked Proposer cannot agree on satisfactory terms and conditions for the desired Definitive Agreement, the City reserves the right to terminate negotiations with the highest-ranked Proposer and move to the next-highest-ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a Definitive Agreement with a Proposer that best meets the needs of the City.

The Definitive Agreement must be approved by the City Commission. The Definitive Agreement will commence upon its execution by the City.

Each fiscal year of the Definitive Agreement, and any renewals or extensions, will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

The Contractor's hourly rates, which will be negotiated after the Proposals are ranked and the highest-ranked Proposers are identified, shall remain firm at least through December 31, 2015. Escalation rates beyond that date will be negotiated in the Definitive Agreement.

G. DEFINITIVE AGREEMENT SUBJECT TO CITY'S PROCUREMENT CODE

Award(s) resulting from this solicitation shall be subject to the provisions of THE CITY OF LAKE WORTH CODE OF ORDINANCES, "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", CHAPTER 2, ARTICLE XIV, SECTIONS 2-111 THROUGH 2-119.

For questions and additional information, contact:

PROCUREMENT

Kari Hansen
Purchasing Agent
7 North Dixie Highway
Lake Worth, FL 33460
Tel: (561) 586-1674
E-mail: KHansen@LakeWorth.org

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are being provided pursuant to a contract with the City 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 contract to the City, 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, Florida Statutes, 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:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

4. All principals and officers of the Proposer are named in the Proposal, and no person(s) other than those named therein has (have) any interest in the Proposal or in the anticipated contract.
5. The Proposer understands and agrees to all elements of the Proposal unless otherwise indicated or negotiated, and that the Proposal may become part of, and incorporated by reference into, any contract entered into between the City and the Proposer.
6. Proposer has not filed for bankruptcy in the past five (5) years.
7. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
8. Neither the Proposer, nor any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
9. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.
10. The Proposer understands and agrees to be bound by any and all addenda issued by the City in connection with this RFQ.
11. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
12. **Proposer certifies that the "Maximum Not To Exceed Price" as proposed is accurate, complete, and current at the time of submission of the Proposer's response to the RFQ, and that such Maximum Not To Exceed Price reflects hourly rates that are no higher than those charged to the Proposer's other customers for the same or substantially similar services in the Southeast Region of the United States during the preceding twelve (12) month period.**
13. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used

directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

14. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of information in its Proposal to third parties or to the public generally.

I certify or affirm that to the best of my knowledge and belief, the above statements are true and correct.

Proposer: _____

Officer's Name: _____

Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2014

by _____ (*name*) as the

_____ (*title*) of _____

(*Proposer*), and who is personally known to me or produced

_____ as identification.

Notary Public

Notary Stamp:

EXHIBIT “D”

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual’s name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. 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 an agency or political subdivision of any other state or of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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 a 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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 any natural 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 agreement, shall be a prima facie case that one person 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.

c. 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 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.

d. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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)**

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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 HIS 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)

AFFIRMED AND SIGNED before me this _____ day of _____,
2014, by _____ (*name*), as the
_____ (*title*) of _____ (*Proposer*
firm), and who is personally known to me or who produced _____
_____ as identification.

Notary Public

Notary Stamp:

EXHIBIT "E"

FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

This sworn statement is submitted to the City of Lake Worth ("City") by

_____ [printed or typed name of individual] on behalf of _____ [printed or typed name of entity submitting this sworn statement], whose business address is:

If applicable, the entity's Federal Employer Identification Number (FEIN) is

_____. If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement is _____.

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of the City of Lake Worth, Palm Beach County, the State of Florida, or any other public entity, including but not limited to the government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Purchasing Agent, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct hereinabove set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Certification, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this policy, or using substantially the same management, ownership or principals as the ineligible entity.

Any person or entity who claims that this policy is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Purchasing Agent. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING AGENT FOR THE CITY OF LAKE WORTH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PURCHASING AGENT OR THE CITY MANAGER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

(Print, type, or stamp Commissioned name of Notary Public)

Signatory Requirement – In the case of a business entity other than a partnership or a corporation, the affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner or partners. In the case of a corporation, this affidavit shall be executed by the corporate president.