



PROCUREMENT DIVISION

401 Clematis Street, 5th floor

West Palm Beach, FL 33401

Phone: 561-822-2100

REQUEST FOR PROPOSALS

RFP No. 19-20-212

Parking Customer Service & Enforcement Service

The City of West Palm Beach is seeking proposals from qualified, responsible and experienced parking operation companies to provide professional parking ambassadors and enforcement officers to meet the highest quality standards of customer service required by Parking Administration Department.

Time is of the essence and any proposal received after **3:00 p.m., Wednesday, July 29, 2020** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

Proposal documents can be acquired electronically and free of charge by logging onto the City's website at:

<https://www.wpb.org/government/procurement/solicitations/bids-list>

All proposals must be delivered or mailed to:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Dir: (561) 822-2107/ Main: (561) 822-2100

Envelope Must Be Identified as **RFP No. 19-20-212 – Parking Customer Services**

BY: frank hayden
Frank Hayden
Procurement Official

Digitally signed by frank
hayden
Date: 2020.07.01
10:27:54 -04'00'

PUBLISH: July 5, 2020 on Palm Beach Post
July 2, 2020 on Website

Parking Customer Service & Enforcement Service

RFP SCHEDULE

Listed below are the dates, times and deadlines for various steps of this RFP procurement process.

The Procurement Division may change any of these dates or times, as it deems necessary.

ACTION

DATE

RFP Issue Date

July 2, 2020

Final Questions Due

July 17, 2020 at 6:00 p.m. (E.T.)

Proposals Due

July 29, 2020 at 3:00 p.m. (E.T.)

City of West Palm Beach

401 Clematis Street

5th floor – Procurement Division

West Palm Beach, Florida

Parking Customer Service & Enforcement Service

1. PURPOSE AND INTENT

The purpose of this Request for Proposals (RFP) is to secure a qualified services provider (hereinafter known as "Provider") with specific parking operation ambassadors, customer services and enforcement experiences to provide fully trained professional staffs to meet needs of the Parking Administration Department. The City requires the Provider to provide a safe, secure and friendly parking services with a highest quality standards of customer services to all the West Palm Beach businesses, residents, institutions and visitors.

Provider must have the capability to perform and complete the services in all respects in accordance with the solicitation documents for a period of three (3) years with the option to renew for two (2) year periods.

2. BACKGROUND

The City's Parking Administration Department currently utilizes IPS Enforcement Solutions for citation processing, permit management and revenue control. The City has recently implemented web-enabled enforcement handhelds (N5s and Samsung 8s). On-street paid parking relies upon single space meters (approximately 1600 IPS meters) and IPS pay-and-display pay stations have been installed in the City's 3 open lots. There are also five (5) garages (with a total of 2,500 spaces) controlled with Amano Opus equipment. The City has implemented Parkmobile to provide mobile payment services in support of both on and off-street parking. Parkmobile is integrated with the enforcement handhelds for a seamless process.

Parking meter enforcement hours of operations range from 7:00AM until 2:00AM, 7 days a week except for City holidays. The Garages (2,500 spaces) may operate 24 hours a day, 7 days a week, except City holidays.

The City's Parking Administration Department currently staffs up to twelve (12) full-time parking enforcement ambassadors, working up to forty (40) hours per week to perform parking enforcement services. Currently, the City issues 3,333 citations a month (based on a three-year average).

Excellent customer service is crucial to the visitor's experience in West Palm Beach. The City's Parking Enforcement Officers (hereinafter known as "Officer") must have professional customer service and ambassador skills to ensure the City's properties are safe and offer a pleasant experience to all the visitors and local businesses. The Officers must able to deal with rowdy crowds, intoxicated patrons, homeless people and identify potential problems while performing the services.

Excellent customer service is the City's number one priority. We strive to greet each visitor with a smile and assess the patrons as needed to make their stay in our parking facilities pleasant and trouble free. The Customer Service Representatives and Officers will assist customers use the equipment, give directions, offer assistance and act as a City's ambassador and become the faces of the City.

The Provider will also be required to provide a contract manager and an assistant that will be on staff during peak times day and night for the contract. They will also need to be available for large scale events. The City will work closely with the Provider assigned staffs for this contract (hereinafter known as "Staff"). The City will provide assignments and tasks to the Staff. The City will also conduct staff meetings to train and motivate the Staffs.

Enforcement areas and typical times of enforcement are as follows:

- **Business Districts** – Enforcement of expired meters, on street permits, time limits, restricted parking and handicap violations for on and off-street parking.
- **Residential Parking** - Residential parking areas are patrolled for various violations and issues that affect the residents' quality of life. Limited permitted areas are also patrolled for parking violations.
- **Outlying Neighborhood concerns** - Neighborhood concerns are addressed on an as - needed basis when the City has received complaints of parking violations on improper parking corners.
- **Staffing Hours** – The weekly staffing hours for enforcement will be approximately **80** hours of lead officer and **296** hours of enforcement. This number may vary during the term of the contract.

Customer service areas and typical times of staffing are as follows:

- **Staffing Hours** – The weekly staffing hours for will be approximately **400** hours of posted Customer Service Agents (hereinafter known as “CSA”). This number may vary during the term of the contract. Posted customer service liaison will monitor entrances/exits foot patrol the facilities, stair towers, perimeter of the facilities and elevators. The liaison's mobility will need to be reported on in a verifiable format. During high volume special events, Provider will need to provide extra staffing as requested.
- **Roving** – In vehicles provided by the Provider, customer service supervisor will patrol all facilities to ensure CSA staff is performing as assigned approximately **300** hours. In addition, regular patrols liaisons will respond to issues as dispatched and may need to escort patrons in City facilities.
- **Customer Service Center** The weekly staffing hours for will be approximately **480** hours of staffing. The staff will monitor all cameras, call buttons, and radio communications. The staff will assist the customers as needed and or will dispatch a CSA or technician to assist. This office will be the epicenter of customer service that the City of West Palm Beach provides. The staff will need to be trained to work in a command center environment.

3. SCOPE OF SERVICES

The following duties and responsibilities will be required of the selected Provider.

Respondents are encouraged to identify how their proposed solution and approach to manage parking enforcement support and customer services for the City can be optimized.

3.1 Staff: Provider assigned personnel for this contract

3.2 Staff Job Duties:

A. Parking Enforcement

Parking enforcement services to be provided include, but are not limited to, issuing warning notices and parking citations per the State Uniform Traffic Control and City Code of Ordinances. Parking Enforcement Officers (hereinafter known as “PEO”) will refer potential

vehicle impounds to the Parking Department. PEOs will respond to resident concerns and provide customer service assistance to the public (in the field and by telephone).

B. Patrol Requirements

Provider is responsible for enforcement of all parking regulations in accordance with the City's Code of Ordinances and the State Uniform Traffic Control' based upon a mutually agreed upon staffing schedule that may include holidays and weekends and nights.

C. Enforcement responsibilities include, but are not limited to:

- Patrol City streets, City facilities, City parking garages/ lots, recreational areas, and any City designated private locations via City and/or Provider-provided vehicles (some vehicles may be equipped with License Plate Recognition (ALPR) hardware and software), with primary responsibility for enforcing City, State, and Federal parking laws and regulations.
- Issue parking citations for vehicles in violation of City, State, and Federal parking laws and regulations.
- Complete required enforcement vehicle inspection reports, daily activity reports.
- Provide a high level of customer service as needed to give directions, information, phone numbers, etc.
- Attend internal and public meetings as required.
- Participate in any hearing process or subsequent process involving a contested or challenged parking citation or incidents involving assigned officers.
- Enforce and issue parking citations for posted time limit zones, expired meter, safety regulations as posted or marked at the curb, street cleaning enforcement, permanent and temporary parking restrictions as posted, handicapped placard or disabled person spaces, 72-hour parking restrictions, and oversize vehicle restrictions.
- Respond to citizen requests for enforcement, such as blocked driveways, fire hydrant, and abandoned vehicles.
- Support parking enforcement for special event coverage.
- Scofflaw Enforcement: Scofflaw enforcement primarily involves identifying vehicles that can legally be towed for five (3) or more delinquent parking citations and notification to the Parking Department along with completing any necessary associated paperwork, and, based upon the City's guidelines, coordinating the removal of vehicles with the City's towing vendor. Scofflaw enforcement may be supported using the provided handhelds and/or ALPR hardware and software.
- Locate, report, and appropriately mark any vehicle with a potential to be impounded as a result of the vehicle having a specified number of delinquent parking citations and/or for laws pertaining to potential abandoned vehicles.
- Based upon the West Palm Beach Parking Administration Department's policy, notify and/or coordinate towing, and all associated paperwork, for scofflaws and abandoned vehicles per State Uniform Traffic Control's requirements.
- Report any unlawful act or any condition or deficiency which may pose a hazard or a danger to the general public.
- Report parking issues, vandalism, sign and curb marking deficiencies or conflicts.
- In the event of a major emergency or natural or man-made disaster, Provider shall make available its personnel, transportation and communication resources for emergency assistance as requested by the City. If such service requires hours in excess of the base requirement, the City will pay for the services on an overtime basis.

D. Customer Service Representative responsibilities include, but are not limited to:

- Provide a high level of customer service as needed to give directions, information, phone numbers, etc.
- Attend to all customers' needs with confidence and a smile.
- Attend internal and public meetings as required.
- Respond to citizen requests for assistance such as payment, card access, and directions.
- Support parking for special event coverage.
- Report any unlawful act or any condition or deficiency which may pose a hazard or a danger to the general public.
- Report parking issues, vandalism, sign and curb marking deficiencies or conflicts.
- In the event of a major emergency or natural or man-made disaster, Provider shall make available its personnel, transportation and communication resources for emergency assistance as requested by the City's Parking Administrator's designee. If such service requires hours in excess of the base requirement, the City will pay for the services on an overtime basis.

E. Customer Service Center responsibilities include, but are not limited to:

- Provide a high level of customer service as needed to give directions, information, phone numbers, etc.
- Respond to citizen requests for assistance such as payment, card access, and directions.
- Support parking for special event coverage.
- Stay attentive monitoring all parking cameras and radio communications.
- Communicate clearly and professionally on the phone, radio and in writing.
- Report issues to staff, security, police, fire as needed.

3.3 Provider's Personnel:

The following applies to all personnel provided under the awarded contract, whether Provider's direct employees or employees of a subcontractor. Coordination between Provider and subcontractor's personnel and performance shall appear seamless to the City.

To ensure quality staffing, all Staff must receive vacation, sick time and health benefits. Proposer must provide employee benefit handbook on the proposal. Proposer shall explain in detail the strategy and tactics, including such factors as salary and wage levels, employee benefits including sick leave and health coverage, employee development programs, vehicles, and equipment, etc., that the Provider will use to deliver a stable, high quality level of services described in this RFP.

Living Wage. Proposer affirms and certifies that all personnel (Proposer's and its subcontractors) providing services under the awarded contract will be paid a wage of not less than Fifteen Dollars (\$15.00) per hour.

Independent Provider. Provider acknowledges and agrees that it is an independent Provider of the City and that Provider's assigned Staffs, Officers, and personnel shall be employees of the Provider and shall not be deemed employees or agents of the City. Provider's employees will not be covered by the City's workers' compensation insurance. Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement. Provider shall have no authority to bind City to any contractual or other obligation whatsoever.

Background Screening. Provider shall perform pre-employment background screening at its sole cost. Staffs must pass the criminal record check through the West Palm Beach Police Department or the Palm Beach County Sheriff's Office.

Drug Testing. Provider shall perform pre-employment, as well as random, drug testing at its sole cost. Upon reasonable suspicion of drug use by a Staff, the City reserves the right to request a drug test or screening at Provider's cost.

Staffing Changes. Provider shall make written request in advance to the City for any staffing changes under the agreement. All staffing changes are subject to the review and approval of the City

Requirement for Staffs.

A. For Enforcement:

- Patrol assigned areas and issue parking citations or warning notices for observed violations.
- Monitor and report malfunctioning parking equipment, damaged markings and signs.
- Complete data entry required for issuance of parking violations citations and upload such data for processing.
- All Staff will be required to obtain the State of Florida parking enforcement ambassador certification within three months of hire by the Provider.
- All Staff must be fully trained in customer service and conflict resolution.
- Must attend court hearings when required.
- Must work in various weather conditions including heat, rain, cold and wind.
- Must be in City specified uniform (provided by Provider) while on duty.
- All Staff must be able to communicate clearly in English at a minimum.
- All Staff must be able to communicate clearly using two way radios (provided by the City).

B. For Customer Service Liaison:

- All Staff must be fully trained in customer service and conflict resolution.
- Monitor and report malfunctioning parking equipment, damaged markings and signs.
- Patrol all facilities on foot and in a customer service vehicle (to be provided by Provider) that are assigned, to promote a safe parking experience to our patrons.
- Identify concerns in a daily shift report.
- Must be in City specified uniform (provided by Provider) while on duty.
- All Staff must be able to communicate clearly in English at a minimum.
- Staff provided for command center operations should be able to use multiple computer programs and be alert to the customer needs and facility operations.
- All Staff must be able to communicate clearly using two-way radios (provided by the City).
- Complete required documents, data entry that is required by the parking administration team.
- Staff will be required to take cash, make change while running the lane that is assigned by city during limited large-scale events.

Hiring Criteria for Parking Enforcement Personnel. The City retains the right to be involved in the recruitment/selection process of new contracted staff or of staff assigned to perform duties within the City. In hiring staff, Provider ensures that all staffs:

- 1) Are at least eighteen (18) years of age.
- 2) Are physically and mentally capable of performing all required enforcement duties.
- 3) Have the ability to give and follow oral and written instructions in fluent English.
- 4) Have the ability to operate a computer and a variety of computer software.

- 5) Have the ability to establish and maintain effective working relationships with the public
- 6) and City officials.
- 7) Have a valid Florida State driver's license, provide any accident history and maintain a clean driving record for the duration of the agreement.
- 8) Have the ability to remain calm and use judgment and initiative in an emergency situation
- 9) Possess a high school diploma or G.E.D. certificate.
- 10) Have no criminal record and able to pass an annual drug screening test.

Existing Contracted Enforcement Personnel

It is the intention of the City to allow for the transition of existing contracted parking enforcement personnel to continue employment with the Provider unless terminated for Provider policy violations, hiring criteria or unless the employee resigns.

Proposers shall describe the existing personnel transition program and any previous experience with transitioning municipal parking enforcement personnel.

3.4 Office

Provider will base operations at an office designated by the City for Provider's use. Provider to identify minimum office utility needs and best practices in operational plan submitted with proposal. The Provider signed Parking Enforcement Field Supervisor shall receive requests for service during regular business hours and liaison with the City's Parking Department at all times.

3.5 City Equipment and Vehicles:

The City of West Palm Beach currently owns ten (10) parking enforcement vehicles The City will provide the paper rolls and twelve (12) N5 Print Android Solution Handheld Ticket Writers with carrying cases. The City will also provide boot immobilizers, envelopes, radios and vehicles excluding roaming vehicles.

Upon equipment issuance, the Provider will assume responsibility for ownership, insurance, normal maintenance and repair of this equipment. In the event that the City retains ownership of the vehicles, Provider will provide both commercial general liability and automotive insurance coverage that meet the City's requirement.

Replacement or repair of damages caused by misuse of equipment and vehicles will be the responsibility of the Provider. The Provider shall be financially responsible for damaged, lost, or stolen equipment or vehicles provided by the City. The Provider shall prepare and maintain a complete, detailed, accurate, and current inventory of all equipment, vehicles and supplies provided by the City for use by the Provider.

Any lost, damaged, or stolen City issued equipment or vehicles must be reported immediately to the City's designated point of contact the same day, and all proper incident reports submitted to the City within 24 hours from the date and time of occurrence.

The Provider shall be financially responsible for damaged, lost, or stolen equipment provided by the City (including radio equipment, emergency equipment, etc.). The Provider shall prepare and maintain a complete, detailed, accurate, and current inventory of all equipment and supplies provided by the City for use by the Contractor

A. Vehicles

Any employee using a city vehicle must undergo a Florida certified driver's safety course every (3) years. Certain vehicles may require additional certification prior to operating the equipment. The contractor is liable for damages caused by misuse or neglect of the vehicles. There is no eating, or smoking permitted in the vehicles. Cell phones are not allowed to be used when the vehicle is in operation. The City's Vehicle policy (**Attachment A**) must be adhered to at all times.

B. Automated License Plate Recognition (ALPR) Equipment

Each City-owned parking enforcement vehicle may be equipped with a vehicle-mounted Automated License Plate Recognition (ALPR) system that includes image capture and processing capabilities and that permits automatic license plate reading and matching operation. If the City pursues the pricing option that includes the provision of City vehicles, the ALPR equipment shall be used for the following:

- Automatically detect vehicles parked in time limited parking zones.
- Confirm payment status for mobile payment, permit parking and pay by plate parking sessions.
- Find scofflaw and other wanted vehicles, and/or persons based on license plate reading
- and matching against lists of wanted license plate numbers.
- Read license plates of vehicles that are either parallel parked or parked at 45 or 90 degrees, both on-street and off-street.

Provider is responsible for all training, maintenance and support relating the ALPR system. If the Provider propose to provide enforcement vehicles, the proposal shall describe how ALPR will be incorporated into the proposed service solution to support the City 's contract.

C. Communication Equipment

The Provider shall maintain City provided radios to carry on two-way conversations with the field personnel whenever they are on duty. Provider shall have the ability to provide reports of what radios are issued to specific personnel at all times.

All Staff using radios will be trained on how the City will communicate with field personnel.

3.6 Other Equipment

Other than Citation Issuance Equipment and Materials specifically identified as the responsibility of the City, the Provider shall provide all necessary equipment and supplies for the provision of parking enforcement services, including but not limited to safety equipment, chalk, tape measures, flashlights and batteries. Flashlights shall be of sufficient illumination to allow enforcement officers to read vehicle identification numbers (VINs) during all hours. All equipment shall be in good working order, and in conformity with all applicable statutes, laws, ordinances, and regulations. Personal vehicles or other equipment shall not be used to perform parking enforcement services without the City's written approval. The Provider shall not issue, directly or indirectly, firearms or similar devices to personnel.

3.7 Uniforms

All Staffs performing parking duties shall wear uniforms while on duty. The Provider shall be responsible for providing personnel with proper, complete, and acceptable uniforms that have been approved by the City. Uniforms and rules for uniforms shall be as follows:

- The Provider shall provide uniforms for each contract employee at no expense to the employee, except in cases of negligence or abuse of the uniform by the Contract employee.
- Parking Enforcement Field Supervisors and Officers (PEOs) shall be issued at least 5 complete uniforms sets, including shirts and slacks/shorts. Each employee shall be issued a hat, jacket, reflective traffic control vest and one rain suit.
- Proposer shall provide an example of their suggested uniform. Final uniform will be mutually agreed upon with the City.
- All shirts, jackets, vests and hats shall have an approved West Palm Beach emblem or logo designating Parking Enforcement, the design and location must be approved by the City.
- All uniforms include a name tag and identification number which must be worn at all times, the design and location must be approved by the City.
- All personnel must be in complete, approved uniforms at all times while they are engaged in enforcement activity or City related official duties. Shirts must be tucked in at all times.
- The Provider shall not issue any uniform or identifying logo without the prior written approval of the City.
- Personal garments or items that cover any portion of the uniform shall not be worn while on duty.
- Provider shall not allow Contract employees to work unless attired in the complete, approved uniform.
- The Provider shall be responsible for making sure uniforms are complete, clean, in good repair, and worn by all Contract employees while on duty.
- Provider shall not permit personnel to be armed with firearms or weapons of any kind while performing responsibilities under the Contract.
- Provider shall ensure Contract employees return all issued uniforms described above upon release of employment.

3.8 Calculation of Billable Hours

Work hours and workdays are flexible, subject to mutual agreement. The City intends to contract for approximately **1,100** service hours per Week. Overtime is to be limited to emergencies that are pre-approved by the City's Parking Administrator's designee.

The Proposer shall describe how the project will be managed including how the contracted positions will be staffed and the costs applied.

Contract Executive: In addition to the above referenced on-site Staff, the Provider must designate a senior executive who ensures that all contractual requirements are being met and is available to meet with the City's Parking Administrator's designee, on a regular basis to discuss the progress and performance of the on-site personnel and the contract as a whole. This is not a dedicated position and all costs associated with this position are not billable to the City.

Should any of the required staff call-in sick, leave work with approval, or be reassigned to other duties, Provider shall provide a staff replacement within 3 hours. In the event that a replacement is unavailable, Provider shall either pay the City prorated liquidated damages or credit the City for the missed support hours.

3.9 Training

All new employees are thoroughly trained in all aspects of their particular position; including, as appropriate, radio procedures, the use of the handheld issuance device and related hardware, all

Regulations for parking enforcement, safety and traffic control techniques working in City streets, the legal requirements for towing, court testimony techniques, and current and future policies and procedures as developed by the City.

Parking Enforcement staff must have the education, skills, and qualities required to fulfill the tasks outlined in this RFP. The Provider shall provide each Contract employee assigned to provide parking enforcement services with at least 40 hours of initial job-related training and any necessary re-training or follow-up training required to correct deficiencies in performance.

Provider shall provide each contract employee assigned to provide parking services with at least eight (8) hours of in-service on-going training per year. Such training shall cover such topics as changes in the law, new aspects of the City's parking program, refresher or expanded training in customer relations, etc. The subjects and content of such training shall be approved in advance by the City. Such training will be included in the hours of service Provider is required to provide in each contract year.

The City retains the right to review and direct modification of any Contract employee training program and will require verification that each Contract employee has met the required level of training per year. Training shall include, but not be limited to, the following:

- Information on parking statutes, laws, ordinances, regulations, and resolutions enacted by the Federal Government, the State of Florida, and the City;
- Parking enforcement programs and policies adopted by the City;
- Operation of equipment, including instruction on communications procedures, radio devices,
- Citation devices, public relations, customer service, and conflict mitigation techniques;
- Tasks and responsibilities under regular and emergency operating conditions;
- Physical layout of the City; and
- Customer service and public relations.

3.10 Performance Standards

The Provider will be responsible for adhering to the City's Parking Enforcement Performance Standards, listed below:

A. Parking Citations Issued an Error

Any parking citations that are issued in error must be brought to the City's Parking Administrator's designee immediately after issuance. Officers are not allowed to void citations. Voided parking citations will be recorded and monitored via the citation database.

B. Acceptable Time Gaps between Parking Citations

All Officers are expected to be patrolling and issuing appropriate citations/warning notices as necessary during their shifts. An Officer must be able to account for all time and streets patrolled during each shift by producing a valid Daily Activity Report (DAR).

C. Customer Service Liaison

Provider's employees shall conduct themselves in a professional manner at all times. Provider shall investigate and take appropriate action for all customer complaints regarding contracted employees (including improper use of equipment). Provider's Contract Executive will oversee all Staffs and services provide and investigations and report their findings to the City in a timely manner.

D. Weekly Operations Meeting

The Provider shall meet with the City's authorized representative(s) weekly to review operational, safety and performance issues. In addition, Provider shall have the Contract Executive overseeing the contract meet with the City once per month.

4. ADDITIONAL SERVICES

In the event that the City requires any additional lines of coverage, Provider and City shall negotiate and the Provider shall have the right to charge the City additional fees for such additional services that may be requested by the City. All agreements as to the additional services and additional fees to be paid by the City to the Provider shall be documented by a written amendment to this Agreement. Hourly rates for additional services should be included in the Proposal.

5. MINIMUM REQUIREMENTS TO PROPOSE

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation. Failure to meet any of the Minimum Requirements shall be grounds for disqualification.

Item	Criteria	Minimum Requirements
1.	Receipt of Proposal	Proposal received in the Procurement Division on or before the due date and time.
2.	Parking Enforcement Certification	Proposer must have active lead officers certified in parking enforcement. A certification must attached in Form A .
3.	References	Provide minimum of three (3) references that support firm's experience and qualification with services provide.
4.	Small Business Commitment	Proposer must include a Small Business Enterprise (SBE) commitment of 15% of contract value and include properly completed forms SB01 and SB03.
5.	Representations & Disclosures	Must provide all required representations and disclosures.
6.	Criminal Record: Debarment	Proposer has had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the city's ethical standards; suspension or debarment by the city or another government entity.
7.	Convicted Vendor	Proposer has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services within 36 months of Proposal submittal.
8.	Discriminatory Vendor	Proposer has not been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services.
9.	Scrutinized Companies	Proposer is not on the Scrutinized Companies that Boycott Israel List or is not engaged in a boycott of Israel. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business activities in Syria or Cuba.

6. EVALUATION FACTORS

Evaluation of the proposals will be based on the competitive selection process in which the evaluation of proposals will not be limited to price alone. As provided in the City's Procurement Code, the selection of a Proposer with whom to contract shall be based on the "best value to the City." Best value means the overall value to the city, in the City's sole discretion, as determined by the criteria set forth in Section 66-71 of the City's Procurement Code. The Procurement Official, after considering the

recommendation of the selection committee, if applicable, shall select the proposal that will provide the best value to the City.

Following are the qualification criteria to be utilized in ranking qualified firms for best value:

Category Maximum Points	Category
20	<p>Qualifications & Experience</p> <ul style="list-style-type: none"> • Proposer must be experienced in Managing Parking related services including Enforcement and other Parking Operation Staffing Services, simultaneously serving multiple contracts, for a minimum of three (3) years prior to the due date of this RFP. • Proposer must have lead officers certified in parking enforcement. • Proposers is must be registered to do business in Florida. • Proposers is able to provide qualified staffs with certified parking enforcement. <p>References</p>
45	<p>Understanding and Approach</p> <ul style="list-style-type: none"> • Demonstrate the ability to get Parking Enforcement certification and provide a timeline for obtaining said certification. • Demonstration of ability to provide professional parking enforcement and customer services. • Demonstration of ability to fulfill the City’s need for “ambassadors” and provide top notch customer services including but not limited to skills and qualities demonstrating ability to deal with patrons, merchants, residents and crowds to address all issues as they arise. • Demonstration of Staffing Training program and hiring process.
25	<p>Proposed fee - Hourly Rates & Charges</p>
10 or 5	<p>MWBE Firm A certified Minority/Woman Business Enterprise (M/WBE) eligible for the 10 preference points provided in this section shall be owned by one or more of the following groups: African-Americans; Hispanic Americans; Asian; or Caucasian Women. OR 5 points for commitment for sub-consultant(s) in the following group: African-Americans (9.92%);</p>
100	<p>TOTAL POINTS</p>

SPECIAL TERMS AND CONDITIONS

1. Living Wage.

Provider ensure that all personnel providing services under the awarded contract are paid a wage of not less than \$15.00 per hour (Provider and subcontractor(s) personnel).

Reporting payroll. Upon request from the City, the Provider shall produce its payroll records for any or all personnel (Provider and subcontractor(s) personnel) providing services under the City contract for any period covered by the City contract. The City, its internal auditor and agents, may examine, inspect, and/or copy such payroll records as needed to ensure compliance with the requirement of the RFP and contract.

Maintenance of payroll records. Provider shall ensure that payroll records for all personnel (Provider and subcontractor(s) personnel) providing services under the City's contract are maintained for a period of three (3) years after the term of the contract, or during the pendency of any complaint, administrative hearing, appeal or litigation, until a final determination is made or all such proceedings have concluded. The records shall contain:

1. The name and address of each covered employee;
2. The job title and classification;
3. The number of hours worked each day;
4. The gross wages earned and deductions made;
5. Annual wages paid;
6. A copy of the social security returns and evidence of payment thereof;
7. Any other data or information this section should require from time to time.

2. EQUAL OPPORTUNITY TERMS

The City of West Palm Beach is committed to working within our community. The City encourages small, minority/women owned businesses and service-disabled veterans to become certified by the City of West Palm Beach. For information and assistance in becoming certified, please contact:

City of West Palm Beach
Office of Equal Opportunity
Sandy Hammerstein
401 Clematis Street
West Palm Beach, FL 33401
(561) 822-1273
Email: shammerstein@wpb.org

Firms seeking to submit a proposal in response to this RFP and receive 10 points must be M/WBE certified by the City of West Palm Beach or Palm Beach County at time of proposal submission. All firms meeting the definition of M/WBE certification must be certified at time of contract between the prime contractor and City.

All firms used to meet any subcontracting goal must be certified at time of contract between the prime contractor and City.

2. SMALL BUSINESS PARTICIPATION

In an effort to encourage small business participation, the City has established a Small Business ("SB") Program. The SB Program is set forth in Chapter 66 of the City's Code of Ordinances and is incorporated in this RFP by reference. However, Proposers are encouraged to read it in its entirety.

In accordance with the Small Business Program Ordinance Sec. 66-229, a minimum Small Business goal has been set **in the amount of fifteen percent (15%)** of the total contract value for this RFP.

Minority and Woman Owned Businesses (MWBE) that are also certified small businesses may be utilized toward the small business goal.

Contractor shall utilize small businesses to perform a commercially useful function.

A listing of certified Small Business Enterprises is available on the website at <http://www.wpb.org/Departments/Procurement/Small-Business/Certification> or the proposer can request a list of certified Small Businesses in a specific industry.

When submitting a proposal, the Contractor shall include a Subcontractor Utilization Plan (Forms SB01 and SB03) which identifies the small business(es), the type of work and percentage of work that the small business will perform.

- a. Statement of Small Business Participation Form SB01
All SB subcontractors must be reported on the Subcontractors List -- indicate dollar amounts in the appropriate columns. This form is due **with your Proposal**.
- b. Letter of Intent Form SB03
One form per SB subcontractor must be executed and will be made a part of the resulting contract.

Only City of West Palm Beach and Palm Beach County Certified SBEs can be used to meet the established goal.

Failure to submit a complete subcontractor utilization plan shall be grounds for disqualification.

Failure to meet the Small Business goals shall be grounds for disqualification.

A copy of each executed subcontract between the Contractor and each SB subcontractor listed in the subcontractor utilization plan for the work authorization proposal shall be submitted to the City within 20 calendar days of execution of the contract with the City.

If after contract award, the Contractor chooses not to utilize the SB subcontractor(s) identified in its subcontractor utilization plan, the Contractor may face penalties pursuant to section 66-269 of the City Code, unless approved in writing by the procurement official.

3. MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM PARTICIPATION

MWBE Other Services Preference.

Eligibility: An MWBE eligible for the preference provided in this section shall be owned by one or more of the following groups: African Americans; Asian Americans; Hispanic Americans; Caucasian Women.

Preference: A responsive proposal, which meets the minimum qualifications, submitted by an eligible MWBE shall be assigned ten percent of the maximum evaluation points available for proposal evaluation. Where the maximum evaluation points available are 100 percent, this preference shall grant ten points to an eligible MWBE.

MWBE Professional Services Subcontractor Goal

Goal: If the Proposer is not an MWBE, the MWBE subcontractor goal for the professional services will be **9.92%** of the total contract value. (aggregate of all work).

Eligibility MWBE eligible to meet the MWBE subcontractor goal for professional services contracts shall be owned by African Americans.

The Consultant shall include a subcontractor utilization plan (Forms MB01 and MB03 with Proof of certification) which identifies the MWBE subcontractor, the type of work and percentage of work that the MWBE firm perform. Failure to submit complete forms shall be grounds for disqualification from participation in the solicitation. Failure to meet the MWBE commitment established by an executed contract may be deemed a material breach of the contract. MWBE goals may not be met by subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services.

A copy of each executed subcontract between the Consultant and each MWBE subcontractor listed in the subcontractor utilization plan shall be submitted to the City within 20 calendar days of execution of an Agreement with the City.

If after contract award, the Consultant chooses not to utilize the MWBE subcontractor(s) identified in its subcontractor utilization plan for the Agreement, the Consultant may face penalties pursuant to section 66-269 of the City's Procurement Code, unless approved in writing by the procurement official.

A listing of certified MWBEs is available on the City's website at <http://www.wpb.org/Departments/Procurement/> or the proposer can request a list of certified MWBEs from the Office of Equal Opportunity.

When submitting a proposal which includes MWBE participation, for which preference points are desired, the Proposer shall include a Subcontractor Utilization Plan (Forms MB01 and MB03) which identifies the MWBEs, the type of work and percentage of work that the MWBE will perform.

- a. Statement of MWBE Participation Form MB01
All MWBE subcontractors must be reported on the Subcontractors List -- indicate dollar amounts in the appropriate columns. This form is due **with your Proposal**.
- b. Letter of Intent Form MB03
One form per MWBE subcontractor must be executed and will be made a part of the resulting contract.
- c. Proof of Certification
Letter from certifying agency

Only City certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal established for this project/contract.

Failure to submit a complete subcontractor utilization plan shall be grounds to disallow preference points.

4. CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE.

When considering two or more qualified proposals and at least one of which is: i) from a certified service-disabled veteran business enterprise, and ii) is equal with respect to all relevant considerations, including quality and service, such procurement or contract shall be awarded to the certified service-disabled veteran business enterprise. For purposes of this provision, a “certified service-disabled veteran business enterprise” shall mean a business that has been certified by the State of Florida to be a service-disabled veteran business enterprise as defined in F.S. § 295.187. Please provide State of Florida Veteran Certification.

5. EQUAL BENEFITS

When contracting for services in an amount of \$50,000.00 or more with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. The requirements of this provision shall not apply when exempted in accordance with the City's procurement code or when waived by the City Commission.

6. BANKRUPTCY / INSOLVENCY

At the time of submittal of proposal, Contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

7. CONTRACT /COMPENSATION

The fee for the services to be rendered will be negotiated between the City and the successful proposer. The fee, along with other provisions, will be reflected in a formal agreement with the City. At all times during the term of the agreement, the successful proposer shall act as an independent contractor and at no time shall be considered an agent or partner of the City.

8. INSURANCE REQUIREMENTS

The selected proposer shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under the contract by selected proposer, by a subcontractor of the selected proposer, by anyone directly or indirectly employed by selected proposer, or by anyone for whose acts the selected proposer may be liable.

Coverage shall be maintained without interruption from the effective date of the contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the selected proposer's self-insurance retention.

Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or Firm, evidencing that a policy of insurance and any required endorsements have been issued by the insurer shall be delivered to City prior to execution of the contract. The Certificate of Insurance shall be dated and show the name of the insured by name, and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

Required Coverage: Awarded Firm shall maintain following liability coverage, in the limits specified:

Commercial General Liability: Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Three Million Dollars (\$3,000,000) (aggregate) and Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$2,000,000.00 for injuries per person in any one accident or occurrence and \$2,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Workers' Compensation: Worker's Compensation and Employer's Liability Insurance, as required by Florida law, with limits of Employer's Liability Insurance not less than \$1,000,000 "each accident," \$1,000,000 "disease policy limit," and \$1,000,000 "disease each employee." Contractor shall ensure that all sub-contractors comply with Florida law regarding providing Workers' Compensation insurance.

Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or Indemnity.

A combination of liability insurance and excess liability coverage such as an umbrella policy may be used as long as the excess policy is following form.

All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

Additional Insured: Name the City of West Palm Beach, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

Provide for an endorsement that the “other insurance” clause shall not apply to the City of West Palm Beach where the City is an additional insured shown on the policy.

Workers’ compensation, employers’ liability, general liability, automobile liability, umbrella, and excess policies will provide a waiver of subrogation in favor of the City.

It is agreed that the Awarded Firm’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of West Palm Beach for liability arising out of operations under this Agreement.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best’s rating of A- (VII) or better.

GENERAL TERMS

Note: The terms and conditions of the final contract, shall incorporate, but not be limited to, those described or specified in this RFP. The services and terms described or specified in this RFP shall not be deemed to constitute a comprehensive list of all terms and conditions, having the effect of excluding terms not specifically mentioned. The final contract may have additional terms and conditions not included herein. The contract and all modifications thereto shall be in writing and executed by both parties. The following terms are non-negotiable and shall govern this RFP and the resulting contract. Submittal of a Proposal shall be considered agreement with and acceptance of these General Terms and Conditions.

1. **Proposer's Responsibility.** This RFP is for guiding preparation of a Proposal; it is not to be construed as an offer by the City. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.
2. **Lobbying Prohibited.** As to any matter relating to this RFP, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, officer, City employee, or any City representative or contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP, other than an employee of the West Palm Beach Procurement Division or Equal Opportunity Division is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential contractor or subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Division staff. Any violation of this condition may result in rejection and/or disqualification of the Proposer. **The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the services under this RFP.**
3. **Official Solicitation Document.** Changes to the RFP made by a Proposer may not be acknowledged or accepted by City. Award or acceptance of a contract does not constitute acceptance of a changed term, condition or specification, unless specifically acknowledged and agreed to by city. The copy of the RFP published and maintained by the City shall be the official solicitation document.
4. **Proposal Costs.** All costs and expenses incurred by any Proposer or party in responding to this RFP, preparing a Proposal and any re-submittals, are the sole responsibility of the Proposer.
5. **Use of City Name, Logos or Seal.** Proposer will not use the City logos or seals in its Proposal or any document or report without the prior written consent of the City, which may be withheld. Proposer will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City.
6. **No Return of Proposals.** All Proposals shall become the property of the City and shall not be returned.
7. **City as Gatekeeper of RFP Documents.** This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addenda and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.
8. **Ownership of Documents.** The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation and resulting contract, and regardless of whether in paper or electronic format, without payment of any royalties or fees to Proposer. Proposer acknowledges that the City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of

Proposer's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Proposer or its sub-proposers.

9. **Copying of Proposals.** Proposer grants to City permission to copy all parts of its Proposal, including without limitation any documents and/or materials copyrighted by the Proposer. The City's right to copy shall be for internal use in evaluating the Proposal.
10. **Records Maintenance.** The Proposer awarded the contract under this RFP shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to City at Proposer's expense.
11. **Right to Audit.** The City shall have the right to audit Proposer's books and records, at the City's expense, upon prior notice, with regard to the work under the contract for five (5) years following completion of the Services, or conclusion of any litigation regarding the contract. Proposer shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to the contract. If an audit inspection discloses overpricing or overcharges (of any nature) by Proposer to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Proposer and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Proposer within 45 days from presentation of City's findings to Proposer.
12. **No Solicitation or Contingent Fee.** 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 RFP 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 under this solicitation.
13. **Truth in Negotiation.** Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract
14. **Ethics Requirements.** All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of the State of Florida law, Palm Beach County Ordinances and the City Code. No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receiving a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, any corporation of which they are a stockholder of 10% or more, or, any business entity in which they have a significant or controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Palm Beach County Ethics commission regarding conflict of interest provisions. The City will not accept gifts, gratuities or products from Proposers or their affiliates or agents.
15. **Conflicts of Interest.**
 - a. Proposer represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.
 - b. Proposer represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").

- c. Proposer represents that it does not employ, directly or indirectly any member of the Conflict Group.
 - d. Proposer represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.
 - e. Proposer represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Proposer.
 - f. Proposer represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Proposer or its business.
 - g. Proposer, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Proposer's exercise of judgment or quality of the Services being provided under this Agreement. Proposer, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.
 - h. Proposer, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Proposer agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
 - i. Proposer shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Proposer intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Proposer, the City shall so state in its opinion and the Proposer may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Proposer under this Agreement.
 - j. In the event Proposer is permitted to utilize subcontractors to perform any Work under the Contract, Proposer agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.
16. **Lobbying Certification.** Proposer certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with the contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
17. **Inspector General.** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.
18. **Public Records.** City is governed by the Sunshine law and the Public Records law of the State of Florida.

Proposal Documents. Proposal packages shall become the property of City and shall not be returned. Proposal documents received by the City are exempt from public disclosure until such time as the City provides notice of intent to award or until 30 days after Proposal opening, whichever is earlier. If the City rejects all Proposals and intends to reissue the RFP, then the rejected Proposals remain exempt from public disclosure until such time as the City provides notice of intent to award, or until the City withdraws

the reissued RFP. A Proposal shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all Proposals.

Exemption from Disclosure. Proposer must claim the applicable exemptions to disclosure of information provided in their Proposal package by identifying the materials to be protected, and must identify the applicable legal authority for the exemption under state statutes. Such information must be identified accordingly on each and every page of the Proposal package where applicable. No claim of confidentiality or proprietary information in all or any portion of a Proposal package will be honored unless a specific exemption from the public records law exists and it is cited in the Proposal package. If a Proposer believes any of the information contained in its Proposal package is exempt from the public records law, the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records. City reserves the right to make any final determination of the applicability of the Public Records Laws.

City Documents and Records. Proposer shall comply with Chapter 119, Florida Statutes, regarding public records. Proposer shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Proposer shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Proposer shall transfer, at no cost, to the City all public records in possession of Proposer. The Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Failure of the Proposer to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

Exemption. Records that are exempt or confidential are exempt from public records disclosure requirements. Exempt records may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 19. Records Maintenance.** The Proposer awarded the contract under this RFP shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to City at Proposer's expense.

20. **Right to Contract for Similar/Additional Services.** The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.
21. **Other Agencies.** By submittal of its Proposal, the Proposer agrees that this RFP and Proposer's Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other City-related agencies, including the West Palm Beach Community Redevelopment Agency and the East Central Regional Wastewater Treatment Facility Operations Board. Additionally, Proposer agrees that, if appropriate, this RFP and Proposer's Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other government agencies in the State of Florida.
22. **Independent Contractor.** It is expressly understood that the relationship of Proposer to the City will be that of an independent contractor. Proposer and all persons employed by Proposer, either directly or indirectly, are Proposer's employees or subcontractors, not City employees. Accordingly, Proposer and Proposer's employees or subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Proposer employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Proposer employees or subcontractors assert a claim for wages or other employment benefits against the City, Proposer will defend, indemnify and hold harmless the City from all such claims.
23. **Taxes.** Proposer shall be responsible for the payment of all taxes related to or arising out of Proposer's work or services under an awarded contract, including by way of illustration but not limited to, federal income tax, social security tax, unemployment insurance taxes and any other taxes or business taxes, as required. The City is exempt from paying state and local sales taxes and will furnish an exemption certificate upon request. Proposer is not entitled to use the City's tax exemption for its own purposes.
24. **Indemnification.** Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of this Agreement by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of its officials, agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes.
25. **Non-discrimination.** Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, marital status or sexual orientation, gender identity or expression, genetic information, national origin, age, disability, or familial status.
26. **Immigration laws.** The knowing employment by Proposer or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited. Proposer agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under any contract

awarded. Proposer will ensure and keep appropriate records to demonstrate that all Proposer personnel have a legal right to live and work in the United States.

27. **Prohibited Persons.** Neither Proposer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").
28. **Public Entity Crimes Act.** Proposer represents that the execution of a contract awarded from this RFP will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal. Violation of this section may result in termination of any contract awarded and recovery of any monies paid; and may result in debarment from City's competitive procurement activities.
29. **Convicted Vendor List.** Proposer represents that the execution of a contract awarded from this RFP will not violate Section 287.134, Florida Statutes and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP. 30. **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
31. **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of the awarded contract and recovery of all monies paid; and may result in debarment from City's competitive procurement activities.
32. **Safety and Environmental Laws.** In performing services for the City, Proposers shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits.
33. **Background Check.** The City may conduct criminal, driver history, and all other background checks of Proposer personnel who would perform work under the contract or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent or other Proposer personnel that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
34. **State of Florida Division of Corporations Information.** It is the Proposer's responsibility to comply with all state business requirements. All corporations, companies and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. If the Proposer is an out-of-state or foreign corporation, company or partnership, the Proposer must obtain the authority to conduct business in the State of Florida. Corporations, companies or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission of a Proposal to this RFP may be deemed non-responsive. If successful in obtaining a contract award under this RFP, the Proposer must remain in good standing throughout the contractual period of performance.
35. **News Releases / Publicity.** News releases, publicity releases, or advertisements relating to this RFP or

resulting contract or work authorizations shall not be made without prior City approval.

36. **Standard of Care.** The standard of care for all services performed or furnished by Proposer under this Agreement will be the care and skill ordinarily used by members of Proposer's profession practicing under similar circumstances or at the same time and in the same locality.
37. **Commencement of Work.** If a Proposer begins any billable work prior to the City's final approval and execution of the contract, Proposer does so at its own risk and City shall not be liable for payment for such work or services.
38. **Florida Prompt Payment Act.** The City abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities. The fee paid shall be paid based on receipt of a proper invoice. No payment made under the contract shall be conclusive evidence of performance by Proposer, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Proposer of liability for the defective, faulty or incomplete rendition of the Services.
39. **Joint Ventures and Partnerships.** Joint Ventures and partnerships shall not be accepted by the City as either prime Proposers or sub-contractors or sub-contractors for purposes of contract award under this RFP.
40. **Applicable Laws; Procurement Code.** Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.
41. **Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.
42. **Termination by City for Convenience.** The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract. The City shall have the right to terminate the contract, in whole or in part, with or without cause, and for its convenience, upon thirty (30) days written notice to Proposer. In the event of termination, the City shall compensate the Proposer for all authorized work satisfactorily performed through the termination date under the payment terms contained in the contract.
43. **Compliance with Applicable Laws.** Proposer must obtain all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Proposer must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of the awarded contract and must comply with the same at its own expense.
44. **Rights and Privileges; No Assignment.** The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.
45. **Binding Obligations and Contract.** The City and Proposer will be bound only if and when a Proposal, as it may be negotiated and accepted by the City and the applicable contract(s) pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City.
46. **Governing Law; Jurisdiction; Venue; Litigation.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
47. **Disclosures and Disclaimers.** The information contained in this RFP is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of

any information in this RFP. Any reliance on the contents of this RFP, or on any other prior 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 RFP 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. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

City reserves the right to issue written addenda regarding this RFP to clarify, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline.

Following submission of a Proposal, the Proposer agrees to promptly deliver any further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Proposal and/or Proposer, including Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

The City reserves the right to reject any and all Proposals received, either in whole or in part, with or without cause, or to waive any qualification requirement, formalities, or irregularity, technicality or deficiency in any Proposal, if such action is deemed by the City to be in the best interest of the City to obtain the required services. The City reserves the right, in its discretion, to request re-submittal of Proposals. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

In its sole discretion, the City may withdraw this RFP either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the RFP. Any action taken by the City in response to Proposals made pursuant to this RFP 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 RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or its advisors.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. Any recipient of this RFP or Proposer who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer or party submitting such Proposal.

Submission of a Proposal confers on Proposer no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

The City does not warrant or represent that any award will be made as a result of the issuance of this RFP. Any recipient of this RFP or Proposer who responds hereto agrees to be bound by the terms of this RFP. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer.

This RFP is not to be construed as an offer by the City. This RFP may be withdrawn or cancelled, either before or after the Proposal Submittal Deadline, and may or may not be re-Proposal when determined to be in the best interests of the City. Any withdrawal or cancellation of this RFP, either before or after selection of a Proposer, shall be without liability or obligation on the part of the City or its employees. Any action taken by the City regarding this RFP, in making an award, withdrawal or cancellation of award, or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, its employees, its advisors, or agents.

Proposals may be considered irregular and may be rejected if the Proposal: 1) does not strictly conform to the requirements of the Request for Proposal; 2) is incomplete; 3) any Proposal Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of City, unbalanced either in excess or below the reasonable cost analysis values; 7) the Proposal is in excess of the approved budget for the Work.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Any Proposal received without an authorized signature or past the Proposal Submittal Deadline will be rejected.

Any or all Proposals may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. The City reserves the right to re-bid the solicitation; to reject non-responsive or non-responsible Proposals; to reject unbalanced Proposals; to reject Proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual Proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any Proposal. This Request for Proposal may be cancelled and may or may not be re-Proposal when determined to be in the best interests of the City.

Any or all Proposals may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. Nothing in this RFP is intended to restrict the City in any way in the selection of the Proposer/Proposal that best meets the needs of the City.

The City reserves the right to reject the Proposal of any Proposer who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

No binding contract will exist between the Proposer and the City until a written contract is fully executed by the parties.

This RFP is being issued by 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 or its agents or advisors if any information herein contained shall be inaccurate or incomplete. This RFP is made subject to correction of errors or omissions, or withdrawal without notice.

PROCUREMENT PROCESS

1. No Lobbying:

CONTACT BY A PROPOSER (OR ANYONE REPRESENTING A PROPOSER) WITH THE MAYOR, ANY CITY COMMISSIONER, OFFICER, OR CITY EMPLOYEE (OTHER THAN AN EMPLOYEE OF THE WEST PALM BEACH PROCUREMENT DIVISION OR EQUAL OPPORTUNITY OFFICE), regarding this RFP, is grounds for disqualification. Contact with the Procurement Division shall be for clarification purposes only.

2. Clarification/Interpretation & Addenda Registration

No interpretation or changes to the meaning of the Request for Proposal will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFP document.

Each Proposer is required to register in order to receive any addenda to this RFP by email to Josephine Grosch, Sr. Purchasing Agent ▪ Email: jgrosch@wpb.org with the RFP title, number and firm name on the email subject line.

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP in the City's Procurement website.

All questions regarding this RFP should be submitted no later than the date indicated for Final Questions Due in the scheduled for this RFP at the beginning of this document.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning RFP, please contact:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach
City Hall, Purchasing Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office (561) 822-2100 ▪ Direct (561) 822-2107 ▪ Email: jgrosch@wpb.org

IMPORTANT: Contact regarding this RFP by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, City officer, City employee other than an employee of the West Palm Beach Procurement Division or Equal Opportunity Office, is grounds for disqualification.

3. Pre-Proposal Conference Not Applicable

4. Submittal

Time is of the essence and any Proposals received after the time and dated indicated for Proposals Due in the schedule for this RFP at the beginning of this document will be returned unopened. **PROPOSALS NOT RECEIVED BY THE SUBMITTAL DEADLINE WILL BE REFUSED.** The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in sealed envelopes, marked in the lower left-hand corner with the firm name, RFP number, title, and date and hour

proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

5. Qualification

City will first evaluate all firms to determine if the firm meets the minimum requirements listed in this document.

6. Evaluation and Award

The Procurement Division may evaluate Proposals or the City may appoint an evaluation committee to evaluate the proposals. Evaluations will be based on the criteria and points outlined in this document. All qualified Proposers will be notified of the evaluation meeting and the meeting will be advertised as a public meeting, as required by law.

The City reserves the sole right to determine the Proposer's performance history based on known past performance with the City and/or based on references or its own investigation. The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

Each Proposal will be evaluated individually and in the context of all other proposals. Submittals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

Each Evaluation Committee member will individually assign a point score, based on the evaluation criteria. The points awarded by each Evaluation Committee member will be added together to obtain an aggregate total point score for the Proposer. The Proposer with the highest total points will be ranked highest for award preference. The Proposer with the second highest total points will be ranked second highest for award preference, and so on, until all Proposers are ranked.

The City reserves the right to request presentations from Proposers and conduct interviews with any, all or none of the Proposers. It shall be the City's sole decision on whether any presentations are made or interviews are held and with which Proposers interviews are conducted. The City may select a Proposer that was not interviewed or did not make a presentation.

The City is not bound by the recommendation of the Evaluation Committee.

7. Award

The selection of a Proposer shall be based on the best value to the City. Best value means the overall value to the City in the City's sole discretion, as determined by considering the evaluation factors and selection criteria set out in this RFP and the factors in Sec. 66-71 of the City Code (Procurement Code).

The selected Proposer will be notified in writing of the City's intent to award a contract and notice of the intended award will be posted to the Procurement web page. Award of a contract cannot be assigned by Proposer.

The Procurement Official reserves the right to waive any irregularity or technicality in the Proposals received. The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of the City to obtain the required services.

Nothing in this RFP is intended to restrict the City in any way in the selection of the Proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. The City may contract with another firm or use City staff to perform any of the above described services, in whole or in part.

Equal Benefits Ordinance. Section 66-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each Proposer shall submit an Equal Benefits certification with its Proposal.

Convicted Vendor List. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a Proposal on a contract to provide goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Proposer represents that neither the Proposer nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, any Proposer may be considered ineligible to Proposal by the City if the Proposer has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

Drug-Free Workplace. The City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City. Proposer shall be required to enforce a drug-free workplace for all Proposer personnel working under the contract. Specifically, all Proposer personnel who are working under the City's contract must be notified in writing by Proposer that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Proposer agrees to prohibit the use of intoxicating substances by all Proposer personnel and will ensure the Proposer personnel do not use or possess illegal drugs while in the course of performing their duties.

Conflict of Interest. Proposers must disclose with its Proposal the name of any officer, director, or agent of Proposer who is also an employee of the City of West Palm Beach. Further, all Proposers must disclose the name of any City of West Palm Beach employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates.

Dun & Bradstreet Report. The City may review the Proposer's rating and payment performance to assist in determining a Proposer's financial responsibility and financial viability when being evaluated for a contract award.

Modification / Withdrawal. Proposers shall not be allowed to modify their Proposals. Proposal containing substantial errors may be withdrawn provided request to withdraw is made prior to the Proposal opening time and date. Written requests to withdraw a Proposal must be addressed and labeled in the same manner as the

Proposal and marked as “Withdrawal”. Requests for withdrawal after the Proposal opening may result in forfeiture of the Proposal bond or security.

Cost Justification. In the event only one response is received, and if applicable, the City may require that the Proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal price is fair and reasonable.

State-Appropriated Funds. If 50 percent (50%) or more of the contract will be paid from state-appropriated funds which have been appropriated at the time of competitive selection, selection will not be based on any preference for maintaining an office or place of business within the City, or hiring employees or subcontractors from within the City, or Proposer’s prior payment of local taxes, fees or assessments.

Certified Service-Disabled Veteran Business Enterprise. When considering two or more qualified Proposals, and at least one of which is from a certified service-disabled veteran business enterprise, as defined in Fla. Stat. Sec. 295.187, and such Proposal is equal with respect to all relevant considerations, including price, quality and service, such contract shall be awarded to the certified service-disabled veteran business enterprise.

8. Negotiation and Contract

If a satisfactory fee or contract cannot be negotiated with a selected Proposer, negotiations will cease and begin with the next ranked firm or the next firm determined to provide the best value to the City.

The City’s standard contract form for services shall be required to be used, regardless of whether it is included in this RFP, and will generally not be negotiated. Additional terms included in this RFP shall be contract terms and generally are not negotiable. If a sample contract is included in the RFP, the terms and conditions of the final agreement may have additional terms and conditions not included in this RFP.

The successful Proposal shall become an integral part of the contract, but may be modified by the provision of the contract.

Within 7 days of receipt of the City’s contract, the selected Proposer must execute the contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City and the City may proceed to negotiate with the next ranked Proposer.

The City and Proposer will be contractually bound only if and when a written contract between the parties is executed by the appropriately authorized officials of the City and Proposer.

In the event a contract cannot be negotiated or executed with the selected Proposer, the City reserves the right to retain the bid/proposal security deposit and to select the next ranked “best value” Proposer and to negotiate and contract with said Proposer.

Business Tax. The Proposer will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

No Assignment. The selected Proposer(s) will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission. At all times during the term of the contract, the selected Proposer shall act as an independent contractor and at no time shall the selected Proposer be considered an agent or partner of the City.

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

The contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY SHALL WAIVE ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT.

Applicable Laws; Procurement Code. Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

Costs. All costs incurred by any Proposer in responding to this Request for Proposals are the sole responsibility of the Proposer.

9. Protest Procedures

Protest procedures are provided in Section 66-151 of the Code of Ordinances of the City of West Palm Beach. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Division. Failure to file a protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest. The Procurement Official's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

INSTRUCTIONS FOR SUBMITTALS

1. Preparing Proposal for Submission

- a) Each Proposer is required, before submitting its Proposal for this solicitation ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Companies are advised to closely examine this package and their Proposal prior to submittal.
- b) By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer.
- c) Proposals shall submit **one (1) original, three (3) copies and one (1) electronic copy (on flash drive, CD-ROM, in MS Word or searchable PDF)** in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The Proposer is asked to limit marketing materials and excess verbiage yet, sufficiently states his/her qualifications, cost, and other information pertinent for evaluation.
- d) The original Proposals must be enclosed in a document/binder labeled as the "**original**". **Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company.** Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this RFP shall be based solely on the Proposal marked as "original", regardless of whether the submitted copies or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this RFP may be cause for disqualification or rejection of Proposal.
- e) Only one proposal may be submitted by each Firm.
- f) No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Companies.
- g) Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.
- h) Proposal shall be mailed or hand-delivered to:

City of West Palm Beach - Procurement Division
Josephine Grosch, Sr. Purchasing Agent
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100

- i) Time is of the essence and any proposal received after the closing date and time indicated on the cover of the RFP, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. **Proposers are responsible for insuring that their proposal is stamped by Procurement personnel by the deadline indicated.** The City shall in no way be responsible for delays caused by any occurrence.
- j) RFPs submitted by telephone, telegram or facsimile shall not be accepted.

- k) The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

2. **Clarification/Interpretation & Addenda Registration**

No interpretation or changes to the meaning of the Request for Proposal will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFP document.

Each Proposer is required to register in order to receive any addenda to this RFP by email to Josephine Grosch, Sr. Purchasing Agent ▪ Email: jgrosch@wpb.org with the RFP title, number and firm name on the email subject line.

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP in the City's Procurement website.

All questions regarding this RFP should be submitted no later than the date indicated for Final Questions Due in the scheduled for this RFP at the beginning of this document.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

3. **Proposer's Responsibility**

It is the responsibility of each Proposer, before submitting a Proposal, to:

- a. Examine the Request for Proposals and RFP Documents thoroughly;
- b. Take into account federal, state and local laws and regulations that may affect costs, performance, furnishing the services or contract award;
- c. Carefully correlate Proposer's observations with the RFP Documents;
- d. Carefully review the RFP Documents and notify the Procurement agent of any conflicts, errors, or discrepancies in the RFP Documents of which Proposer knows or reasonably should have known.
- e. Verify whether any addenda have been issued and obtain same.

Any failure by Proposer to take these steps will not relieve the Proposer from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City.

- 4. **Form of Proposal.** Unless otherwise instructed, **all required forms must be submitted with the Proposal.** An original and the designated number of copies of each Proposal are required. The City may require an electronic copy and/or electronic spreadsheet of the Proposal prices. A complete Proposal package, and all other required documents must be submitted in order for the Proposal to be considered.

- 5. **Use of City Logos, Trademarks Or Seals.** Proposer shall not duplicate or utilize the City's logo, trademarks or seals in its Proposal package or any other documents or materials without prior specific City authorization.

6. **Errors / Corrections.** Proposals having corrections must be initialed in ink by the Proposer. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Do not erase or "white out" errors. Any illegible entries, pencil Proposals or corrections not initialed will not be accepted. In the event of mathematical extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the Proposer's total will be corrected accordingly. Proposers shall not be allowed to modify their Proposals. Proposal containing substantial errors may be withdrawn provided request to withdraw is made prior to the Proposal opening time and date.
7. **Proposal Prices.** All Proposal prices shall remain valid for not less than ninety (90) days after the Proposal Submittal Deadline or other time stated in this RFP. Prices must be stated in the units specified on the Schedule of Proposal Prices Form.
8. **Non-Collusion.** By submittal of a Proposal, Proposer certifies that its Proposal is made independently and free from collusion. Failure of a Proposer to disclose any relationship required by law or ethics provisions shall be reason for debarment by the City.
9. **Representations and Disclosures.** By submitting its Proposal, Proposer shall make the following representations and disclosures:
1. **No Lobbying.** Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification
 2. **Conflict of Interest.** Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members. Proposer shall have no other interest, direct or indirect, in the Project (other than an agreement awarded under this RFP).

The existence of any such conflicts of interest will not automatically disqualify any Proposer from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.
 3. **Good Faith.** Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
 4. **Financial.** Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.
 5. **Criminal.** Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
 6. **Prohibited Persons.** Neither Proposer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury

Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

7. Public Entity Crimes Act. Proposer represents that the execution of a contract awarded from this RFP will not violate the Public Entity Crimes Act (Section 287.134, Florida Statutes), and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal.
8. Convicted Vendor List. Proposer represents that the execution of a contract awarded from this RFP will not violate Section 287.133, Florida Statutes and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP.
9. Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Proposer represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
10. Scrutinized Companies List. Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.
11. No Solicitation or Contingent Fee. 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 RFP 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 under this solicitation.
12. Truth in Negotiation. Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract. Use of Funds. 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 RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13. No Liability. 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 of Proposal information to third parties.

PROPOSAL FORMATTING

The Proposal **must be divided into separate sections by tabs** as in the prescribed order, and it allows for clarity and ease of review of the proposal. Where indicated, the City forms must be completed and submitted. Proposers shall submit the following information as described in the sections below:

Tab 1: Introduction Letter and Forms

1. Provide a Letter of Transmittal to summarize in a brief and concise manner, the proposer understands the scope of services and makes a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons. **The letter must be signed by an individual authorized to bind the firm indicating the title or authority. Failure to meet this requirement may result in disqualification.**
2. Complete and attached Proposer's Information (**Form A**).
3. Include, if applicable, any addendum(s) that were issued.
4. Submit Representations and Disclosures (**Form B**).
5. Submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Primary Covered Transactions (**Form C**).
6. Submit Equal Benefits Certification (**Form D**).
7. Small Business Participation (**Form SB01 & SB03**)

Tab 2: Firm Background

Proposers must provide information about their organization so that the City can evaluate the Proposers' stability and ability to support the commitments and meet the minimum qualifications of respondents set forth in the RFP.

Proposers must include names of assigned account representatives, professional/work background and qualifications with titles and areas of expertise that will be directly responsible for the City's account.

1. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
2. Describe any other business affiliations (e.g., subsidiaries, joint ventures).
3. If the firm has multiple offices, identify which office will service the City's account.
4. Confirm whether the firm has ever been suspended or debarred by any government agency, and if so, describe the situation. Identify whether the firm has been involved in any litigation regarding any procurement or client contract or claims regarding use of force or related to firms' services. If so, describe the situation.
5. Confirm whether any principal or officer of the firm has any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty;

or any prior violation of the ethical standards; suspension or debarment by the city or another government entity.

Tab 2: Qualifications & Experience

This tab should demonstrate Proposer's experience providing Parking Operation Staffing Services for parking enforcement and customer services in Florida, serving multiple sites, with a minimum of three (3) years' experience. The Proposer should demonstrate experience with a variety of constituents (such as governmental entities, retailers, property owners and a diversity of community members).

The Proposer may demonstrate any successes collaboration experience with police departments and other security firms.

Proposer should also include, but will not be limited to the Proposer's resumes for management or field supervisor and lead enforcement officers to be assigned including the lead officers' certified in parking enforcement.

Tab 3: Understanding and Approach

Proposer should demonstrate its ability to provide professional Parking Operation Staffing Services for parking enforcement and customer services at multiple locations.

Proposer should demonstrate its understanding of the overall Parking Operation needs of the City and how the top notch "ambassador" type services of customer services will be achieved to the public. Proposer should demonstrate its ability to provide enforcement and hospitality services that assist in creating a safe and welcoming environment. Proposer should demonstrate its ability to combine traditional parking enforcement responsibilities with visitor/resident/business owner interaction.

Proposer should also detail its operating and customer service policies.

Proposer should demonstrate the ability to get Parking Enforcement certification and provide a timeline for this services.

obtaining said certification.

Proposer should detail its parking enforcement and customer services training.

Proposer should provide examples of the uniforms its field Staff wear.

Tab 4: Reports.

Proposer should include samples of the following documents:

- Bi-weekly Staff Report (Every 2 weeks)
- Daily log
- Incident Reports
- Invoice back-up documentation detailing charges for Staff and equipment

Tab 5: Financial Stability; Insurance.

This section should include, but will not be limited to the Proposer's financial information. The Proposer is able to demonstrate sufficiency of financial resources to provide the necessary equipment and services perform the contract. A recent copy of the Dun & Bradstreet report or 3 years audited financial statements are required.

Proposer should also confirm its ability to provide the required insurance.

Tab 6: References

Provide **at least three (3) references**, preferably Florida governmental entities, retailers, property owners and a diversity of community members for which your firm has served within the last three (3) years. Complete **Form E**.

Reference information must include, at a minimum: name of agency, contact person, city/state, telephone and **email**. The reference contact person must be someone who has personal knowledge of the proposer's performance. The reference person must have been informed that they are being used as a reference and that the City may check references. Poor references provided for the Proposer may be cause for disqualification.

Tab 7: Fee Proposal - Rates, Charges, Equipment and Systems

This tab should allow the City to identify all types or charges for services which will be charged to the City and the rates at which such charges will be made. Please utilize the format shown as **Form E**. Proposer may supplement with additional information to ensure all costs to the City are adequately identified.

Staff: Identify every level of personnel, by job title, anticipated to be provided to the City under the contract. The hourly rate to be charged for each job title for the contract term must be identified. Proposer should also provide overtime rates for any additional security guard services. Hourly rates should comply with living wage requirements of the RFP.

Proposer should provide an estimate of proposed staffing levels / coverage per facility/area.

Proposer should identify any requested rate increase for a contract extension term.

Equipment: Proposer should also identify all equipment to be provided to City under the contract and identify the charge to the City per piece of equipment.

Vehicles: Proposer should also identify all vehicles to be provided to City under the contract and identify the charge to the City per vehicle.

Systems: Proposer should also identify any systems or other items to be provided under the contract and identify any charges to the City.

Tab 9: Additional Information. [Optional].

The contents under this heading are to be left to the discretion of the Proposer. Material must be pertinent to the RFP but not be otherwise requested in the Request for Proposal. This section is optional and is not required.

Tab 8: MWBE (if applicable)

If the Proposer is an MWBE firm which qualifies for preference points under this RFP, please include proof of MWBE certification. If the proposer has a MWBE subcontractor Complete and include **Forms MB01 an MB03 and proof of MWBE certification of the sub-consultants.**

Number of Year in Managing Parking related services including Enforcement and other Parking
Operation Staffing Services: _____ years

___ Yes ___ No Included the Parking Enforcement Certification of the lead enforcement officers.

___ Yes ___ No Included Certified SBE Participation (Form SB01 & SB02)

___ Yes ___ No Proposer itself is a certified MWBE with City of West Palm Beach:

___ Yes ___ No Registered to do business in the State of Florida

Note: Please attach the following in the proposal:

- Parking Enforcement Certification of the lead enforcement officers
- Federal Tax ID (W-9) Form and indicate **State of Incorporation**. Demonstrate the Respondent is registered/ authorized to do business in Florida in this section.

Signature of Officer Authorized to bind the firm:

Signature: _____

Officer's Name: _____ Title: _____

Date: _____

REPRESENTATIONS AND DISCLOSURES

RFP No. 19-20-212

STATE OF _____ }

} SS:

COUNTY OF _____ }

I am an officer of the Respondent firm, named below, submitting its qualifications under a RFP and am authorized to make the following Representations and Disclosures on behalf of the Respondent. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. No Lobbying. Respondent acknowledges that contact by a Respondent, or anyone representing a Respondent, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. Conflict of Interest. Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Respondent has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any Respondent from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Authorized. Respondent is authorized under the laws of the State of Florida to provide parking operation staffing services.

4. Minimum Experience. Respondent has been in business performing parking operation staffing services of a similar nature in Florida, serving multiple sites, for a minimum of three (3) years prior to the due date of the Proposal.

5. Good Faith. Respondent represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

6. Financial. Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years.

7. Insurance. Respondent certifies that it can provide the insurance coverage specified in the RFP.

8. Business Tax Receipt. Respondent certifies that it can provide the business tax receipt as required by the RFP.

9. Criminal. Respondent certifies that neither Respondent nor any of Respondent's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

10. No Solicitation or Fee. Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFP 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 Respondent, any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from an award under this solicitation.

11. Use of Funds. Respondent 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 RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

12. No Liability. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

13. Equal Opportunity. Respondent's proposal meets the Small Business and Minority Women Business Enterprise requirements and the subcontractor utilization forms submitted and accurate and complete. Respondent acknowledges that failure to meet these requirements are grounds for disqualification.

14. Equal Benefits Ordinance. Section 66-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Respondent has included a complete Equal Benefits certification with its proposal.

15. Living Wage. Respondent affirms and certifies that all personnel (Respondent's and its subcontractors) providing services under the awarded contract will be paid a wage of not less than Fifteen Dollars (\$15.00) per hour.

16. Ethics. Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency contracts. Respondent and its officers have had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards.

17. Convicted Vendor List. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a proposal for a contract with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, subcontractor or Awarded Firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a proposal for a contract to provide goods or services to a public entity; may not submit a proposal for a contract with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, subcontractor or Awarded Firm under a contract with any public entity; and may not transact business with any public entity.

19. Scrutinized Companies List. In accordance with Fla. Stat. Sec. 287.135, any company, principals, or owners on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, or that is engaged in a boycott of Israel, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services, of any amount, to a government agency, unless otherwise provided by law. Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than One Million Dollars (\$1,000,000), unless otherwise provided by law.

20. Respondent agrees that its Proposal may become part of any contract entered into between the City and the Respondent.

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

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

Respondent Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

The Representations and Disclosures were AFFIRMED AND SIGNED before me this _____ day of _____, 20____

by _____ (name) as

_____ (title) of

_____ (Respondent firm), who is personally known to me or produced

_____ as identification.

Notary Signature: _____

Print Name: _____

Notary Stamp or Commission No. _____

In the event Respondent cannot execute this form as drafted, Respondent may substitute a similar Representations and Disclosure certifying to the facts applicable to the Respondent.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary Covered Transactions**

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Proposer's Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- The firm's price for the contract term awarded is \$50,000 or less.
- The firm employs less than five (5) employees.
- The firm does not provide benefits to employees' spouses nor employees' dependents.
- The firm is a government entity.
- The contract is for the sale or lease of property.
- Compliance would violate grant requirements or regulations of federal / state law.
- The contract is an emergency procurement or necessary to respond to an emergency situation.

3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, _____, _____
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____, as an act of _____ (firm), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____

Print Notary Name: _____

Commission No. _____

ATTACHMENT E

RESPONDENT REFERENCES

Provide references that support firm's experience and qualification with services provide. Letters of recommendation may be attached. The reference contact person must be someone who has personal knowledge of the performance. The contact person must have been informed that they are being used as a reference and that the City may check references. The City will use information provided by references to determine qualification to perform.

RESPONDENT: _____

List references for similar services provided

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Email: _____

Contract Signed Year: _____ Contract Term: _____

Description of services provided:

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Email: _____

Contract Signed Year: _____ Contract Term: _____

Description of services provided:

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Email: _____

Contract Signed Year: _____ Contract Term: _____

Description of services provided:



WEST PALM BEACH

Procurement Division/Small Business Program

401 Clematis Street, 2nd Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-2100

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBCOSBA) certified Small Businesses can be used to meet the goal established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Proposer's Name: _____

Preparer's Name: _____ Title _____

RFP Title: _____ Project Number: _____

RFP Number: _____ SB Goal (if established): **15%**

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



WEST PALM BEACH

Procurement Division/Small Business Program

401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: _____

RFP Title: _____

RFP Number: _____

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Statement of MWBE Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's

Name: _____

Preparer's Name: _____

Title _____

Project Number: _____

RFP Title: _____

MWBE Subcontractor Participation: _____

RFP Number: _____

Total Base Project/Contract Amount: \$ _____

Amount: \$ _____

9.92%

SECTION II. MWBE Participation

The firm(s) listed below have agreed to participate in this project or contract.

Table with 5 columns: Subcontractor Name, Item Description or Work/Service to be performed, Dollar Value, Percent of Dollar Value/Base Bid, Percent of Dollar Value Total Bid. Rows 1-6 and a TOTAL row.

Preparer's Signature: _____ Date: _____



Office of Equal Opportunity
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-1273

Form MB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified MWBE selected.

SECTION I. General Information

Proposer's Name: _____

RFP Title: _____

RFP Number: _____

SECTION II. MWBE Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the MWBE

MWBE Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____