



CITY OF WEST PALM BEACH  
**Procurement Division**  
401 Clematis Street  
West Palm Beach, FL 33401  
Tel: 561-822-2100  
TTY: 800-955-8771

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**REQUEST FOR PROPOSALS**  
**RFP No. 22-23-218**

**Public Relations and Marketing Services**  
**West Palm Beach Community Redevelopment Agency and**  
**The City of West Palm Beach**

**Proposal Submittal Deadline: June 14, 2023**  
Time: **3:00 p.m.**  
Location: Procurement Division  
West Palm Beach City Hall  
401 Clematis Street - 5<sup>th</sup> floor  
West Palm Beach, FL 33401  
Attention: Monica Keel, Procurement Specialist I

The City of West Palm Beach, for its agency, the West Palm Beach Community Redevelopment Agency and the City of West Palm Beach are soliciting proposals from qualified and experienced proposers to provide public relations and marketing services including agency branding, construction and or project communications, content strategy, graphic design, public media and relations, social media, digital marketing, website production and management.

How to Obtain Solicitation: Solicitation documents may be acquired electronically by registering and logging onto the City of West Palm Beach's third party website, *DemandStar* at: <https://network.demandstar.com/for-business>. Bids must be received and time-stamped by the Procurement personnel no later than the deadline. Proposers are responsible for insuring that their proposal is time-stamped by Procurement personnel by the deadline indicated. The City shall not be responsible for any delays caused by any occurrence.

One (1) original, one (1) electronic version and five (5) copies of the Proposal shall be submitted.

Envelope Must Be Identified as **RFP No. 22-23-218**

The solicitation and any addenda posted by the City on *DemandStar* are the only official procurement documents. The City does not post procurement solicitations on other third-party sites and is not responsible for the content posted on any third-party site other than *DemandStar*.

**LOBBYING PROHIBITED.** Contact by a Bidder (or anyone representing a Bidder) regarding this solicitation with the Mayor, any City Commissioner, officer, City employee, employee of any contractor or agency of the West Palm Beach Community Redevelopment Agency, other than an employee of the West Palm Beach Procurement Division is grounds for disqualification.

Date: May 17, 2023

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Donna L. Levengood, CPPO, CPPB  
Procurement Official

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**Public Relations and Marketing Services  
West Palm Beach Community Redevelopment Agency and  
The City of West Palm Beach**

**RFP No. 22-23-218**

**SCHEDULE**

The Procurement Division may change any of these dates or times, as it deems necessary. All times are local time, West Palm Beach, Florida.

Final Questions Due June 2, 2023 at 5:00 p.m.

**Proposal Submittal Deadline June 14, 2023 at 3:00 p.m.**

City of West Palm Beach  
Procurement Division – 5<sup>th</sup> Floor  
401 Clematis Street – City Hall  
West Palm Beach, FL 33401

**PROCUREMENT CONTACT**

Questions or requests for information regarding this solicitation should be addressed only to:

City of West Palm Beach  
Procurement Division  
West Palm Beach City Hall  
401 Clematis Street  
West Palm Beach, FL 33401

**Monica Keel, Procurement Specialist**

Email: [mkeel@wpb.org](mailto:mkeel@wpb.org) and [Procurement@wpb.org](mailto:Procurement@wpb.org)

Dir: 561-494-1055

Main: 561-822-2100

**Public Relations and Marketing Services  
West Palm Beach Community Redevelopment Agency and  
The City of West Palm Beach**

**INTENT**

The City of West Palm Beach, for its agency, the West Palm Beach Community Redevelopment Agency (CRA) and the City of West Palm Beach (City) are soliciting proposals from qualified and experienced proposers to provide public relations and marketing services. The types of public relations and marketing services include, but are not limited to the following:

1. Agency Branding
2. Construction and or Project Communications
3. Content Strategy
4. Graphic Design
5. Public and Media Relations
6. Social Media
7. Digital Marketing
8. Website Production and Management

The intent of this Request for Proposal (RFP) is to secure a qualified Proposer to provide public relations and marketing services to the CRA/City however, the CRA/City may select one or more proposer(s).

It is important the CRA/City contract with reliable and qualified Proposers. The CRA/City will check references to help determine the most desirable Proposer(s). The CRA/City does not select a Proposer solely on cost but will consider all factors.

**BACKGROUND**

The CRA is a community redevelopment agency which operates in accordance with Ch. 163, Part III, Florida Statutes, the CRA's Redevelopment Plan, as amended, and the Strategic Finance Plans, as amended. The CRA follows the City's Procurement Code.

The CRA works in collaboration with residents, property owners, businesses, developers and other community organizations to foster redevelopment within the CRA districts. Some of the CRA's priorities include public safety, beautification, streetscape infrastructure improvements, economic development, affordable housing, business attraction and retention initiatives.

The CRA has two redevelopment areas:

1. Downtown/City Center: includes the Downtown Core (in partnership with the Downtown Development Authority) and the Historic Northwest District, one of the City's historically Black neighborhoods.
2. Northwood/Pleasant City: includes the Northwood Village and Pleasant City neighborhoods, Broadway Avenue corridor and Currie Park.

Examples of projects and events held in the CRA redevelopment areas include:

Downtown/City Center: BBQ, Brews and Blues, Winter in Paradise, Mickens Moore, Tamarind Avenue Streetscape, Sunset Lounge Grand Opening celebration and Styx Promenade ribbon-cutting.

Northwood/Pleasant City: Art, Dine & Design and other ancillary events, Anchor Site, Currie Park, Broadway Visioning, ground breaking and grand opening events, banker, broker developer tours and events.

Services for areas outside of the CRA, as requested by the City on an as needed basis, may be included to serve the needs of to the City's Economic Development Department and the Neighborhoods First Initiative. For example, for the Flagler Financial District.

## **SCOPE OF SERVICES**

Proposer shall provide all supervision, labor, services, training, equipment, tools, materials and supplies necessary to provide services as described in this RFP. Proposer shall comply with all federal, state and local laws and regulations. Types of Services may include some or all of the following:

### **Agency Branding**

- Work with CRA Marketing staff to develop and execute a cohesive branding strategy for the individual CRA districts and the CRA itself.
- Each branding strategy should include an evaluation of any current brand assets, support and grow the identity for the assigned District that both embraces the past and future of the community or organization.
- Develop any necessary branding elements such as logos, branding colors, slogans, etc.
- Work with Economic Development Department and the Neighborhoods First Initiative on any branding needs.

### **Construction and or Project Communications**

- Develop and distribute strategic messaging related to the CRA's active construction projects.
- Build community engagement and support by proactively addressing concerns and sharing timely project milestones with community stakeholders.
- Develop and disseminate fact sheets, press releases and media advisories as necessary.
- Assist in coordination of milestone events including groundbreaking and ribbon-cutting ceremonies.
- Monitor media coverage and track clips to share with CRA staff.
- Support CRA/City marketing staff with development and distribution of strategic messaging
- Support CRA/City staff (marketing staff, project managers and consultants) continue to build community engagement.

### **Content Strategy**

- Work with CRA Marketing Staff to create a cohesive content strategy for the individual CRA districts and the CRA as an organization.
- Develop a cohesive content strategy that can easily be presented across all applicable platforms such as social media, e-newsletters and the CRA website.
- Work with CRA Marketing staff to create a monthly schedule for all posts and content that goes hand in hand with CRA project deadlines, events, promotions, etc.
- Build current trends into the content strategy to keep content relevant and engaging.
- Provide research and analysis as needed to support strategies proposed as part of this scope of services, including but not limited to market research, surveys, survey monkey or other mass social media outreach programs, focus groups, etc.

### **Graphic Design**

- Work with CRA/City Marketing staff on various project needs pertaining to graphic design, including but not limited to the following:

- Logos
- Rack Cards
- Postcards
- Posters
- Project Boards
- Banner Designs
- Yard Sign Design
- Graphics
- Work with Economic Development Department and the Neighborhoods First Initiative on any collateral design and production they may need.

### **Public and Media Relations**

- Develop and execute a media strategy to communicate initiatives, projects and events.
  - Serve as liaison for local, regional, national and international public relations requests.
  - Pitch stories, projects, and initiatives to local, regional and national outlets; seek out and schedule interviews with event spokesperson, entertainers, vendors, etc.
  - Develop, maintain relationships, and create mutually beneficial cross promotions.
  - Develop strategies whereby the CRA/City and its partners can produce events and activities that further develop the districts as a top location for public-private partnerships.
  - Develop a concept for creative press conferences and media events and execute planning and implementation.
  - Execute media training for CRA/City staff.
  - Work with photographer and videographer for events/activities.
    - Secure good promotional shots of the event/activity.
    - Develop a shot list, outline, and/or timeline for photographer/videographer.
    - Prepare photos and video clips for follow up with media.
  - Send all media clips to CRA staff for timely posts on the CRA managed websites and various communication channels.
  - Be on site of CRA events to handle all media requests.
  - Maintain PR report including all media releases and advisories, media clips with associated media value and tabulation of total media value obtained, log of television and radio appearances or shots arranged and any other pertinent information. To be provided in monthly reports due on the last day of each month.
  - Write and disseminate press releases, articles, advertorials, and op-ed pieces leading to press coverage.
  - Attend City Commission, CRA Board, and staff meetings as requested.

### **Social Media**

The Proposer will report to the CRA/City Marketing team on a weekly basis and or meet and communicate as needed to ensure proficiency and continuity in messaging and content.

- Manage the development of social media content that embraces the individual identity of each District. A strong emphasis will be placed on developing ongoing social media campaign ideas to promote the CRA, effectively inform social media audiences of CRA programs and redevelopment projects and elevate the public's perception of the West Palm Beach CRA.
- Maintain CRA social platforms on the following sites:
  - Facebook
  - Twitter
  - Instagram
  - LinkedIn
- Identify need for and establish social media accounts for the CRA, Historic Northwest and Northwood Village as necessary.

- Develop and execute social media content and campaigns in support of the CRA, redevelopment initiatives and public meetings and events.
- Strengthen the CRA's relationship with its current digital community and develop strategies to grow the CRA's social following while maintaining high levels of engagement.
- Work with CRA marketing team on editorial calendar throughout the year.
- Monitor ongoing social and cultural conversation to identify and implement "real time" opportunities to amplify the CRA's voice.
- Utilize social listening tools to understand current conversations about the CRA districts and how the CRA can create new social opportunities.
- Report monthly analytics for each social media platform (i.e. top performing posts, follower growth and other KPIs).
- Attend monthly meetings with the CRA team to review the past month's strategy successes and failures, plans for the upcoming month and analytics for each social media platform.

### **Digital Marketing**

- Create content that pairs well with applicable branding efforts and campaigns.
- Seek out and manage digital marketing opportunities for the individual CRA districts on an as needed basis.
- Improve Search Engine Optimization for the individual CRA districts and CRA projects.
- Utilize digital marketing platforms that fit the appropriate target audience for the desired district.
- Utilize paid social media advertisements to promote various CRA projects, events and promotions.
- Provide monthly reports to CRA Marketing staff on digital marketing efforts and analytics.

### **Website production and management**

- Maintain and make any necessary updates to the Northwood Village Website.
- Communicate with CRA Marketing staff to keep business directory up to date via a regularly updated business inventory by CRA staff.
- Add and remove as necessary, any event and promotion pages to Northwood Village Website.
- Utilize current photos on the district, branding colors and logos.
- Monitor website to make sure all aspects of the site are functional.
- Establish and maintain a website for the Historic Northwest CRA district.

## **PROCUREMENT TERMS**

**Pre-Proposal Conference.** Refer to the solicitation scheduled to determine if a pre-proposal conference is scheduled.

If scheduled, a pre-proposal conference will provide potential bidders the opportunity to ask questions and receive clarification concerning the solicitation. If a pre-proposal conference is scheduled, attendance is strongly encouraged. **Attendance is strongly encouraged.**

Please bring your copy of the solicitation to the pre-bid conference. Copies will not be provided.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation, at either the pre-proposal conference or any other event related to this solicitation, should contact the Procurement Department at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

**Certified Service-Disabled Veteran Business Enterprise:** When considering two or more qualified Bids 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.

**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.

**Federal Labor / Employment Laws.** In accordance with Fla. Stat. Sec. 255.20, any Proposer may be considered ineligible to Bid 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.

**Public Entity Crimes Act.** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers shall not be 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 Bid. 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.

**Convicted Vendor List.** In accordance with Fla. Stat. Sec. 287.133, Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers shall not have been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Bid to under this RFP.

**Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer shall not have ever been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.



**Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer shall not be listed 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.

**Additional Agency Contracts.** The West Palm Beach Community Redevelopment Agency and the East Central Regional Wastewater Treatment Facility Operations Board may piggyback and procure a contract based on this solicitation.

## **EQUAL OPPORTUNITY TERMS**

The City of West Palm Beach and CRA is committed to working within our community. The City and CRA encourages small, minority, service-disabled veteran and woman owned businesses 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 Small and Minority Business Programs  
401 Clematis Street  
West Palm Beach, FL 33401  
**Sandra Hammerstein, Program Compliance**  
**(561) 822-1273**  
[SHammerstein@wpb.org](mailto:SHammerstein@wpb.org)

Contact with Office of Small & Minority Business Programs staff may only be for purposes of compliance with equal opportunity program requirements.

**Small Business Goal.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this solicitation is **18% of the total contract value.**

A Small Business Proposer is eligible to receive ten (10) preference points when the Small Business is certified as a Small Business with the City of West Palm Beach or Palm Beach County.

A Non-SB Proposer is eligible to receive five (5) preference points when there is a commitment to subcontract 18% SB participation.

In order to receive points the proposal must include a Subcontractor Utilization Plan.

Subcontractor Utilization Plan. The Subcontractor Utilization Plan is made up of the following:

1) Statement of Small Business Participation – Form SB01

Indicate each SB firm to be subcontracted with and the type of services to be performed and estimated percentage of total work. Dollar amounts can be left blank for the Proposal. This Form is due with your Proposal.

2) Subcontractor Listing – Form SB02

All MWBE and SB subcontractors must be reported on the Subcontractors List.

3) SB Letter of Intent – Form SB03

If proposing to use an SB subcontractor, the SB subcontractor must sign this Form. One form shall be submitted for each SB subcontractor. If the SB will be the prime firm, this Form is not required.

4) Letter of Certification. City's certification as SB for prime or subcontractors.

Failure to meet the established SB goal shall be a factor for consideration of contract award. Failure to meet the SB commitment established by an executed contract may be deemed a material breach of the contract. SB 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 with each SB listed in the Proposal shall be submitted to the City within 20 calendar days of execution of a contract with the City.

If after contract award, the Contractor chooses not to utilize the SB subcontractor(s) identified in its Proposal or Subcontractor Utilization Plan, the Contractor may face penalties unless approved in writing by the Procurement Official. **Only SB firms certified by the City or Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal.**

## CONTRACT TERMS

**Ownership of Work.** The City/CRA shall have full ownership of material and copyright, and authority to otherwise limit, reproduce, modify, sell, or use all of the work or product produced under the contract without payment of any royalties or fees to the Contractor/individual above the agreed hourly rates or negotiated project fee and related costs. Contractor may be required to provide original documents at any time as requested by the City/CRA.

**Contract Form.** The City/CRA form of contract shall be utilized and is not negotiable.

**Contract Term.** The successful proposer may be awarded a contract for twenty four (24) months.

The contract may be renewed for up to two (2) additional two-year terms. Option to renew will only be effective upon a written contract amendment executed by both parties. The Contract shall commence on the date when the contract is executed by the City/CRA. Any renewals will be subject to the appropriation of funds by the City/CRA. Renewal terms and conditions will be the same as the base contract except for the price, which shall not increase by more than the Consumer Price Index for all Urban Consumers ("CPI-U") for the Miami-Ft. Lauderdale-West Palm Beach area. For purposes of this Contract, the "CPI-U" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor.

No Purchase Order may be issued for services to be completed after the expiration of the contract.

**Compensation.** The fee for the services to be rendered will be negotiated with the Proposer selected and the successful proposer will be required to enter into a formal agreement with the CRA/City. At all times during the term of the agreement, the successful proposer shall act as an independent firm and at no time shall be considered an agent or partner of the City.

The fee/hourly rates for the services to be provided may be negotiated between the City/CRA and the successful proposer(s). The fee, along with other provisions, will be reflected in a formal contract with the City/CRA.

**Method of Ordering Work.** On an as needed basis, the City/CRA may request a price proposal for services for a specific scope of work based on the agreed fee schedule of hourly rates established in the contract. The City/CRA will then review proposal(s) received and will select the Contractor representing the overall best value to the City/CRA.

Services will be assigned via Work Order, which will be subject to scope definition, and fee negotiation at the contracted hourly rates, with agreed task/deliverable schedule and payment schedule based on deliverables.

Contractor's authorization to proceed with services shall only commence after Contractor receives a Work Order identifying the specific services to be performed and the associated cost.

**Work Order.** Services will be requested in advance by the City/CRA via written work order signed by the Contractor and City/CRA. Work orders will be issued by the City/CRA on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in the contract. No work is authorized until a work order is fully executed by the City/CRA. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City/CRA. All terms and conditions of the contract will be applicable to each work order. Upon completion of work order task, the Contractor will submit a separate invoice, a copy of the work order and the appropriate completed Small Business or MWBE participation form. Invoiced rates and charges shall be based on the contract.

**Non Exclusive Contract.** Proposer agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City/CRA may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

**Multiple Awards.** No specific assignment or minimum amount of services or compensation will be guaranteed under a contract resulting from this RFP. This is a non-exclusive award and the City/CRA may secure similar or identical services from other consultants. The award of a contract does not guarantee that work will be assigned in any given year. There is no representation that the type or value of work will be evenly distributed.

**Performance Measures.** Proposer's performance will be evaluated based on the contract requirements, deliverables, schedule and adherence to contract price/fees.

**Insurance.** The awarded Proposer shall purchase from and maintain during the term of the contract, and all applicable statutes of limitation periods, the following insurance:

(a) Comprehensive General Liability insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee".

(c) Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 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.

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

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- VI or better.

Additional Insured: All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "**the City of West Palm Beach, its commissioners, officers, employees and agents**" as Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

Certificate of Insurance: Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of any contract awarded. . It is the Proposer's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

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

Proposer's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations or services under the contract.

*Sub-Proposers:* Proposers(s) shall ensure that any sub-Proposers will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the City.

**Proposers responding to the RFP must provide a statement of their ability to obtain the required insurance coverage.**

**Business Tax Receipt.** The successful 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, Proposer 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.

**Permits and Licenses.** The Proposer(s) shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change.

## **MINIMUM REQUIREMENTS AND EVALUATION CRITERIA**

### **MINIMUM REQUIREMENTS TO PROPOSE**

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation.

- 1) Proposer must submit proposal on or before the due date and time to the Procurement Division.
- 2) Proposer must have a minimum of five (5) years' experience and must provide a minimum of three (3) references for whom Proposer has provided services similar in scope and nature, preferably to a government entity or agency, within the past five (5) years.
- 3) Proposer must have or be able to acquire all the insurance as stated herein and required by the City and ability to provide business tax receipt.
- 4) Proposer indicates ability to provide the certifications required under the Representations and Disclosure Form F.
- 5) Firm 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.
- 6) Proposer has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services within 36 months of Proposal submittal.
- 7) Proposer has not been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services.
- 8) 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.

Failure to meet any of the above Minimum Requirements may be grounds for disqualification.

## EVALUATION CRITERIA

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 Ordinance, 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 proposals that will provide the best value to the city.

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

<b>Category Maximum Points</b>	<b>Category</b>
40	<b>Qualifications &amp; Experience</b> <ul style="list-style-type: none"> <li>• Quality of proposal, responsiveness to requirements and adequacy of information provided.</li> <li>• Prior experience providing services similar in scope and nature.</li> <li>• Experience working with government entities with similar demographics and of similar size to the City/CRA.</li> <li>• Experience in project management, research, marketing and creative design.</li> <li>• Skill and experience of the primary account manager.</li> <li>• Knowledge, skill, experience and professional backgrounds of key personnel assigned to the contract.</li> <li>• Experience providing services including stakeholder input.</li> <li>• Past Performance.</li> </ul>
20	<b>References</b> <ul style="list-style-type: none"> <li>• Responses of client references.</li> <li>• Demonstrated ability to work efficiently and cooperatively with City/CRA staff, past performance with the City/CRA, and others (if applicable).</li> </ul>
15	<b>Capacity</b> <ul style="list-style-type: none"> <li>• Breadth and depth of Proposer's resources available to provide services.</li> <li>• Location of Account Manager and key personnel.</li> <li>• Ability to provide required Insurance.</li> <li>• Personnel, equipment, financial capacity.</li> </ul>
15	<b>Fees Structure</b>
10 or 5	<b>Small Business Goal</b> A Small Business Proposer is eligible to receive ten (10) preference points when the Small Business is certified as a Small Business with the City of West Palm Beach or Palm Beach County. <b>OR</b> A Non-SB Proposer is eligible to receive five (5) preference points when there is a commitment to subcontract 18% SB participation.
100	<b>TOTAL POINTS</b>

## **PROPOSAL CONTENTS**

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**

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.**

- Complete and attached Proposer's Information (Form C).
- Submit References (Form D)
- Submit Equal Benefits Certification (Form E).
- Submit Representations and Disclosures (Form F).
- Submit Drug Free Workplace Form (**Form B8**).
- Include, if applicable, any addendum(s) that were issued.

### **Tab 2: Qualifications & Experience**

For each Type of Service(s) provide:

- a. Proposers team composition, qualifications and experience. Identify specific personnel, roles, qualifications and relevant experience. Identify supervisory and management staff. Identify the roles of any sub-consultants and provide relevant qualifications and experience. Indicate how the quality of staff over the term of the agreement will be assured. Key personnel assigned may be changed. However, the City/CRA retains the right to approve or reject replacements.
- b. Provide resumes of key personnel.
- c. For the following types of services, please submit a two-page summary. The first page should summarize a successful project for that service category and, the second page should illustrate any items (i.e. graphics, printed material, advertisements, etc.) associated with the project that illustrates the success.
  - **Branding**  
Briefly describe experience creating a branding campaign for municipalities, agencies, economic development organizations, authorities or other entities similar in size or scale to the CRA. Provide specific examples of business-oriented branding efforts similar to what is sought by the CRA. Include print or other materials used to brand or promote the image of the entity including but not limited to logos, newsletters, webpage design, video or other themed materials. Briefly describe experience implementing a branding campaign and provide examples of the successes.
  - **Content Strategy, Creativity and Creation**  
Briefly describe experience developing a cohesive content from initial planning to application that can be presented across platforms such as social media, e-newsletters and websites and methods used to keep content relevant and engaging.



- Creative Design  
Provide examples of completed graphic packages including print materials, designs, newsletter templates, promotional materials, advertisements, etc. that collectively relate to each other through themed or coordinated graphic mediums.
- Website Production and Management  
Provide materials, collateral or content as examples of like kind experience including graphics and visual materials.
- Communications  
Provide examples of fact sheets, press releases and media advisories. Describe approach utilized to monitor media coverage in the following three areas:
  - Public Relations  
Provide examples of media releases, advisories, media clips, etc.
  - Social Media
  - Digital Media

**Tab 3: Capacity**

Provide information sufficient to evidence to the Proposer’s capacity to perform the services and ability to furnish equipment, personnel, management, technical and financial resources to perform in a timely and cost effective manner. Identify the location from which Proposers key personnel will primarily operate. Identify the Proposer’s primary business location. Confirm ability to provide required insurance.

**Tab 4: References**

Provide a minimum of three (3) references for whom Proposer has provided services similar in scope and nature, preferably to a government entity or agency within the past five (5) years.

References must include the name of the contact person and agency, address, telephone and email address. A reference person must be someone who has direct knowledge of the proposer’s work and performance. By submitting a proposal, the Proposer authorizes the CRA/City to conduct a reference investigation as needed.

Demonstrate Proposer’s ability to work efficiently and cooperatively with CRA/City staff; past performance with the CRA/City, and others (if applicable).

Letters of Commendations or Recommendation must be included in this section from the governmental agency(s) for which Proposer performed services similar in scope and nature with the Proposal. The letters from the governmental agency(s) must be on agency letterhead, must identify the named storm, duration and dates of service, description of services performed, and total dollar value of the contract.

**Tab 5: Fee Structure**

Provide fees/rates structure on **Form P2**. By Type of Service, provide the job title and associated hourly rate. All rates shall be inclusive of all costs associated with providing services including but not limited to the cost of overhead, profit, travel, insurance and any other cost associated with providing services.

Identify any other pricing component that Proposer believes should be included in the pricing schedule.

### **Tab 6: Equal Opportunity**

If the Contractor is a certified Small Business, please include proof of certification.

If the Contractor proposes to have Small Business subcontractors, complete and include **Forms SB01 and SB03 and provide proof of certification of the sub-contractors.**

All Small businesses listed on Forms SB01 and SB03, must also be listed on the Schedule of Subcontractors, Form B5.

In accordance with the SB Ordinance, a goal for SB participation has been set on this RFP **in the minimum amount of 18%** of the total contract value.

The Small Business Ordinance provides that compliance with the small business goals shall be material criterion for selection.

### **Tab 7: Contract Litigation/Legal Proceedings**

Proposer shall identify any pending indictments, lawsuits, and/or past litigation relevant to subject matter of this solicitation, providing a statement of any litigation or pending lawsuits that have been filed against the firm in the last five years.

If the action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

If no litigation or lawsuit has been filed against the firm, provide a statement to that effect.

## **PROCUREMENT PROCESS**

### **NO LOBBYING:**

CONTACT BY A PROPOSER (OR ANYONE REPRESENTING A PROPOSER) WITH THE MAYOR, ANY CITY COMMISSIONER, OFFICER, CITY OR CRA EMPLOYEE (OTHER THAN AN EMPLOYEE OF THE WEST PALM BEACH PROCUREMENT DIVISION OR OFFICE OF ECONOMIC OPPORTUNITY), REGARDING THIS RFP, IS GROUNDS FOR DISQUALIFICATION. Contact with the Procurement Division shall be for clarification purposes only. Contact with the Office of Equal Opportunity shall be for equal opportunity purposes only.

### **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 registering at DemandStar <https://network.demandstar.com/for-business/> or email to the Procurement Contact identified at front of this solicitation, 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 contact email. The RFP and any addenda provided directly by the City's Procurement Division and posted on DemandStar are the only official procurement documents. The City does not post procurement solicitations on other third party sites, and is not responsible for the content posted on any third party site other than the City's Website and Demandstar.

### **Pre-Proposal Conference**

If a Pre-Proposal Conference is scheduled, see information regarding pre-registration and the time and date of the pre-proposal conference, in the RFP Schedule and the Intent/Scope sections of this solicitation.

### **Proposer's Responsibility**

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 requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. It is the responsibility of the Proposer to insure that it has received all addenda issued. 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 Proposers are advised to closely examine this package and their Proposal prior to submittal.

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 or questions concerning this RFP, please contact:

City of West Palm Beach  
**Procurement Division**

*See Procurement Contact at the front of this solicitation*

**Preparing Proposal for Submission**

*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.

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer.

Proposals shall submit one (1) original, five (5) 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.

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.

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.

RFPs submitted by telephone, telegram or facsimile shall not be accepted.

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.

**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.

**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.

**No Solicitation or Contingent Fees.** The professional Proposer warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the professional Proposer to solicit or secure the contract to be awarded under this RFP and that it has not paid or agreed to pay an person, company, corporation, individual or firm, other than a bone fide employee working solely for the professional Proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract to be awarded under this RFP. In the event of violation of this provision, the contract may be terminated. (287.055(6)).

**Qualification.**

Firms shall submit their proposal containing information regarding minimum requirements, qualifications and performance data for the specified professional categories for which it seeks to be qualified. Proposals will first be evaluated as to qualification.

**Evaluation**

The Procurement Division may evaluate Proposals or the City may appoint a selection committee for this RFP. The City may conduct interviews with, and may require presentations from, Proposers regarding their qualifications, experience, and ability to provide the required services. The City may qualify a Proposer that was not interviewed or did not make a presentation.

The City may conduct interviews with, and may require presentations from, qualified Proposers regarding their experience, and ability to provide the required services. 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 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.

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).

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 is not bound by the recommendation of the Evaluation Committee.

The City Procurement Official retains the right to make the final determination regarding contract award.

### **Negotiation and Award**

The City will enter into contract negotiations with the top-ranked Proposer after evaluation by the Evaluation Committee.

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.

### **Contract**

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.

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. The contract may require approval by the City Commission.

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, if one was required, 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, Proposer 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 Proposer 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.

**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.

## STANDARD TERMS AND CONDITIONS

**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 Proposers. 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 Proposer, 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, and directors, Proposers, lobbyists, or any actual or potential Proposer 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. 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.
- 8. 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.

9. **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-Proposers or sub-Proposers. Any such contract adjustments must be made within 1 year following the end of the contract

10. **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.

#### 11. **E-Verify**

11.1 In compliance with Section 448.095, Fla. Stat., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Proposer during the term of this Agreement. Proposer shall require all Subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the Subcontractor during the term of this Agreement. Proposer shall require each of its Subcontractors to provide Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Proposer shall maintain a copy of the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

11.2 The City, Proposer, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Proposer acknowledges that upon termination of this Agreement by City for a violation of this section by Proposer, Proposer may not be awarded a public contract for at least one (1) year. Proposer further acknowledges that Proposer is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

11.3 Proposer or its Subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require Subcontractors to include these clauses in any lower tier subcontracts.

#### 12 **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.

13. **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.

14. **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.

15. **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 Proposer 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](mailto: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.

16. **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 Proposer 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.
17. **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.
18. **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.
19. **Independent Proposer.** It is expressly understood that the relationship of Proposer to the City will be that of an independent Proposer. 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.
20. **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.

21. **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 Contract; (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 Contract; 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 Contract by Proposer or any act or omission of Proposer, its agents, servants, Proposers, 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 Contract 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 by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Proposer and City agree that any contractual liability of City under the Contract is limited to the amounts established in Section 768.28, Florida Statutes. Nothing in this Contract 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. This clause shall survive the expiration or termination of this Contract.
22. **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.
23. **Immigration laws.** The knowing employment by Proposer or its sub-Proposers 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.
24. **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 Proposer) 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").
25. **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-Proposers 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.

26. **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-Proposers 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

35. **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.
36. **Joint Ventures and Partnerships.** Joint Ventures and partnerships shall not be accepted by the City as either prime Proposers or sub-Proposers or sub-Proposers for purposes of contract award under this RFP.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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 non-conveniens. 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.

44. **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, CRA nor their 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 or CRA 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.

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 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.

Any Proposal received without an authorized signature or past the Proposal Submittal Deadline will be rejected.

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 made subject to correction of errors, omissions, or withdrawal without notice. The 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.

The City reserves the right, in its discretion, to request re-submittal or supplementation of Proposals. 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. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

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 or services.

The City reserves the right to waive any qualification requirement, formalities, or irregularity, technicality or deficiency in any Proposal, except timeliness and signature requirements, if such action is deemed by the City to be in the best interest of the CRA/City to obtain the required services. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

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- issued when determined to be in the best interests of the City. 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 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.

Submission of a Proposal confers on Proposer no right to an award or to a subsequent contract. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval, or that any award will be made as a result of issuance of this 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 reserves the right to reject any and all Proposals received, either in whole or in part, with or without cause, for any reason, or for no reason, without any resultant liability to the City. The City reserves the right to re-issue 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- issued when determined to be in the best interests 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.

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 CRA, nor their 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.



REFERENCES

RFP 22-23-218

TITLE : \_\_\_\_\_

Provide a minimum of three (3) references for whom Proposer has provided services similar in scope and nature, preferably to a government entity or agency, within the past five (5) years.

The reference contact person must be someone who has personal knowledge of the firm's 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 capacity to perform.

PROPOSER: \_\_\_\_\_

1. Client's Name: \_\_\_\_\_

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

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type(s) of Service: \_\_\_\_\_

Project Name: \_\_\_\_\_ Award Amount: \$ \_\_\_\_\_

2. Client's Name: \_\_\_\_\_

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

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type(s) of Service: \_\_\_\_\_

Project Name: \_\_\_\_\_ Award Amount: \$ \_\_\_\_\_

3. Client's Name: \_\_\_\_\_

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

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type(s) of Service: \_\_\_\_\_

Project Name: \_\_\_\_\_ Award Amount: \$ \_\_\_\_\_

**FEE PROPOSAL**

**FORM P2**

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: \_\_\_\_\_

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as an act of \_\_\_\_\_ (firm), who is [ ] personally known to me or [ ] produced the following identification: \_\_\_\_\_.

[Seal] Notary Signature: \_\_\_\_\_
Print Notary Name: \_\_\_\_\_
Commission No. \_\_\_\_\_

**REPRESENTATIONS AND DISCLOSURES**

**Form F**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

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

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.

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

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

7. Criminal. Proposer certifies that neither Proposer nor any of Proposer’s principals have been indicted or convicted of a felony or fraud.

8. No Solicitation or 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.

9. 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.

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

11. Equal Benefits Ordinance. Proposer acknowledges that 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. Proposer has included a complete Equal Benefits certification with its proposal.

12. Ethics. Proposer certifies that Proposer 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. Proposer 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.

13. 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 and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. Proposer certifies that it has not been placed on the Convicted Vendor List.

14. 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 and may not transact business with any public entity. Proposer certified that it has not been placed on the Discriminatory Vendor List.

15. 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 this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

16. Self-Perform Work. Proposer certifies that it is not a staffing firm and that Proposer is able to self-perform a minimum of 75% of the Services utilizing employees of Proposer.

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

19. 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.

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

Proposer Firm: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_

The Representations and Disclosures were AFFIRMED AND SIGNED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  means of physical presence or  online notarization

by \_\_\_\_\_ (name) as

\_\_\_\_\_ (title) of

\_\_\_\_\_ (Proposer firm), who is personally known to me or produced

\_\_\_\_\_ as identification.

Notary Signature: \_\_\_\_\_

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

Notary Stamp or Commission No. \_\_\_\_\_

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



**DRUG FREE WORKPLACE FORM**

**FORM B8**

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

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

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTORS**

**Failure to fully complete form may result in bid rejection.**

The following is a complete list of all subcontractors utilized for this project:

Dollar amount of subcontract work

1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(email address)	(federal I.D. #)	
	_____	_____	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(email address)	(federal I.D. #)	
	_____	_____	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(email address)	(federal I.D. #)	
	_____	_____	
4.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(email address)	(federal I.D. #)	
	_____	_____	
	<b>Total dollar amount to be awarded to Subcontractors</b>		\$ _____

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

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City's project manager for approval prior to that subcontractor performing any work.



**Office of Small Minority Business Programs**

401 Clematis Street, 2nd Floor  
 West Palm Beach, FL 33401-4702  
 Tel. (561) 822-1273  
 Fax (561) 822-1564

Website: <https://www.wpb.org/our-city/mayor-s-office/office-equal-opportunity>

**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 (PBC-OSBA) 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**

Bidder or Proposer's

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

Preparer's

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

ITB/RFQ/RFP

Title: \_\_\_\_\_ Project Number: \_\_\_\_\_

ITB/RFQ/RFP

Number: \_\_\_\_\_ SB Goal (if established): \_\_\_\_\_ %

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. _____	_____	\$ _____	_____ %	_____ %
<b>TOTAL</b>		\$ _____	_____ %	_____ %

Preparer's  
Signature: \_\_\_\_\_

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

**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: \_\_\_\_\_

ITB/RFQ/RFP Title: \_\_\_\_\_

ITB/RFQ/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: \_\_\_\_\_