REQUEST FOR PROPOSALS FOR COMPREHENSIVE ANALYSIS- FLEET OPERATIONS

RFP No.: 017-2510-18/IT

RFP DUE DATE: MAY 29, 2018 RFP CLOSING TIME: 2:30 P. M. (LOCAL TIME) CITY HALL, FINANCE/PROCUREMENT SERVICES

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The City of Boynton Beach



REQUEST FOR PROPOSAL FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

Sealed RFP's will be received in Procurement Services, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: <u>May 29, 2018 No Later Than 2:30 P.M. (Local Time).</u>

RFP's will be opened in:

100 E. Boynton Beach Boulevard CITY HALL – 2ND FLOOR

ATTENTION ALL INTERESTED RESPONDENTS

Copies of this solicitation package may be obtained from Demandstar at Onvia at <u>www.demandstar.com</u> or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. If you prefer that a copy be mailed via U.S.P.S., please contact the City's Procurement Division at (561) 742-6322. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services Division may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

<u>One (1) original, so designated, and four (4)</u> copies of the response shall be submitted in one sealed package clearly marked on the outside: "RFP NO. 017-2510-18/IT – COMPREHENSIVE ANALYSIS – FLEET OPERATIONS" and addressed to: City of Boynton Beach, Finance/Procurement Services,100 E. Boynton Beach Boulevard, or P.O. Box 310, Boynton Beach, FL 33425-0310.

RFP's received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that an RFP can be considered. If no award has been made, the City reserves the right to consider RFP's that have been determined by the City to be received late due to mishandling by the City after receipt of the RFP.

PUBLIC RECORDS DISCLOSURE

Pursuant to Florida Statutes §119.07, sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: <u>triestmani@bbfl.us</u>

INTENT / SCOPE OF SERVICES

The City of Boynton Beach is soliciting proposals for the provision of consulting services to conduct a thorough evaluation and analysis of the City's fleet management operations and recommend actions which may lead to improved effectiveness and efficiency in the utilization of equipment, infrastructure, personnel, and financial resources to benefit the fleet management operations.

RFP documents are available online through DemandStar by Onvia at: <u>www.demandstar.com</u> Upon request, documents will be e-mailed.

Contact: CITY OF BOYNTON BEACH PROCUREMENT SERVICES 100 E. Boynton Beach Boulevard Boynton Beach, Florida 33435 Ilyse Triestman, Purchasing Manager Telephone: (561) 742-6322; Email: triestmani@bbfl.us

Office Hours: MONDAY – FRIDAY, 8:00 A.M. to 5:00 P.M.

CITY OF BOYNTON BEACH

in W. H-Q

Tim W. Howard Assistant City Manager - Administration Director of Financial Services

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REQUEST FOR PROPOSAL FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

Section I – SUBMITTAL INFORMATION

- A. The City of Boynton Beach will receive RFP responses until <u>May 29, 2018, no later than 2:30</u> <u>P.M. (LOCAL TIME)</u> in Procurement Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, to provide the City with professional consultant services for "
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the qualifier to have their RFP response <u>delivered to</u> <u>Finance/Procurement Services</u> for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that allows for tracking and delivery confirmation. RFP responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the qualifier's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFP and prior to the award being made.
- C. If any addenda are issued to this RFP, the City will attempt to notify all prospective proposers who have secured same, however, it shall be the <u>responsibility of each proposer</u>, prior to <u>submitting the RFP response</u>, to contact Finance/Procurement Services at (561) 742-6322 to determine if any addenda were issued and to make any addendum acknowledgements and comply with the requirements of each addendum as part of their RFP response.
- D. <u>One (1) original, so marked, and four (4) copies</u> of the RFP response, shall be submitted in one sealed package clearly marked on the outside "<u>RFP No. 017-2510-18/IT –</u> <u>COMPREHENSIVE ANALYSIS – FLEET OPERATIONS</u>", and addressed to: City of Boynton Beach, Finance/Procurement Services, P.O. Box 310, Boynton Beach, FL 33425-0310.
- E. Responses shall clearly indicate the <u>legal name</u>, <u>address and telephone number</u> of the proposer (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to bind the proposer to the submitted RFP. Proposers must note their Federal I.D. number on their RFP submittal and include a copy of their W-9.
- F. All expenses for making RFP responses to the City are to be borne by the proposer.
- G. A sample draft contract that the City intends to execute with the successful firm is contained in this Request for Proposal for review. The City reserves the right to modify the contract language prior to execution. The scope of services will closely track the scope of work detailed in Section II of this Request for Proposal.

1. PURPOSE

The City of Boynton Beach is seeking proposals for a comprehensive analysis of the City's Fleet Management Division. The analysis will examine facility operations, programs and practices. The resulting analysis, reports, recommendations, and actions plans will compare and contrast the existing operation to other comparable municipalities and recommend alternatives to improve current processes and reduce costs.

The primary intent of this Request For Proposal (RFP) is to retain a consultant who is well qualified to conduct a thorough evaluation and analysis of the City's fleet management operations and recommend actions which may lead to improved effectiveness and efficiency in the utilization of equipment, infrastructure, personnel, and financial resources to benefit the fleet management operations.

This study will result in specific recommendation to be considered by the City's leadership for implementation. Respondents are encouraged to be creative in their response to this RFP and in the development of the proposed study. The recommendations resulting from this study:

- Must be justified and defensible as best practices for the industry and/or circumstances that are unique to the existing conditions;
- Must be supported by an implementation plan;
- Must be fiscally responsible; and
- Must take full advantage of available industry technology, equipment, tools, and infrastructure;

2. FLEET OPERATIONS

The City of Boynton Beach maintains a diverse fleet of approximately 680 light, medium and heavy duty vehicles, rolling stock and associated fleet equipment that serves the City's Solid Waste, Fire, Police, Street Maintenance, Parks, Recreation, Utilities, and Grounds Maintenance Departments.

3. TERM OF SERVICES

The term of the Project will be established with the recommended vendor and the City. The term will be in the Agreement upon award by City Commission.

4. **PROJECT OBJECTIVES**

The evaluation and analysis of fleet operations must consist of organizational structure, policies, standard operating procedures, and performance activities; and include finding and provide recommendations relative to fleet management, maintenance, operations environmental best practices, and information/data management. The evaluation and analysis of fleet operations must at a minimum address the following topics:

- Cost comparisons and analysis of providing certain fleet services in-house versus contracting to private vendors. Provide advantages and disadvantages for both service delivery options.
- Audit the Fleet fund.
- Assess and provide analysis for efficient staffing and funding levels.

- Assess the current inventory of fleet management equipment, computer hardware/software, equipment and other tools dedicated to fleet maintenance operation and recommend the components necessary for the managing and operating an efficient and effective fleet program and the associated costs.
- Identify the necessary training, credentials and/or certifications for fleet maintenance staff including frequency, renewal period and budget, including any certification bonuses.
- Identify opportunities that would improve the efficiency and effectiveness of the City's fleet services as well as environmental improvements.
- Taking the City's Collective Bargaining Agreements into account, Identify policies and standard operating procedure changes that, if implemented, would promote efficient and effective fleet management operations, including management of hazardous or waste materials.
- Recommend staffing size, organizational structure, facility size, and facility layout to accommodate an effective and efficient fleet operation.
- Provide a special analysis and conceptual layout for the existing and proposed facility.

5. SCOPE OF WORK

The Scope of Work is to be used a as general guide and is not intended to be an allinclusive list of the steps necessary for completing this study. The follow are work tasks assumed to be necessary for preparing the analysis, reports, recommendations and action plans described above.

The Consultant shall perform the following tasks through review of reports, records and existing data, on-site tours and observations, meeting, discussions, department surveys and interviews, focus groups and other assessment tools:

- 1. Project Development Plan Based on a thorough understanding of the purpose, objectives and scope; the Consultant will submit the following for approval:
 - A. Schedule Consultant will submit a Gantt chart (or equivalent) listing the project milestones and the number of days required for each.
 - B. Work Plan Consultant will submit an executive summary that provides details/explanation of each of the milestones listed in the Schedule.
- 2. Fleet Analysis Anticipated tasks include, but are not limited to:
 - A. Survey, interview, and evaluate the City's Fleet Maintenance Department for:
 - 1) Levels of training, certifications and decisions making authority.
 - 2) Experience, levels of knowledge, skills, training, certification, abilities, as well as staffing levels.
 - 3) Evaluation of hierarchy.
 - B. Perform onsite visits, observe and evaluate:
 - 1) Fleet maintenance processes and procedures
 - 2) Fueling processes, procedures, locations, conditions, equipment, security, safety, etc.
 - 3) Management of parts and equipment used for maintenance operations including security
 - 4) Management and disposal of waste materials
 - C. Analyze and evaluate existing fleet management programs, practice and cost savings. Areas of focus include, but are not limited to:
 - 1) Preventive maintenance programs and compliance levels

- 2) Mechanic staffing level, labor rate and productivity analysis
- 3) Maintenance and repair facilities
- 4) Contracted services/operations
- 5) Storeroom and parts services
- 6) Environmental best practices
- 7) Hurricane Preparation
- 8) Vehicle acquisitions
- 9) Safety and security
- 10) Fueling services
- 11) Customer service
- 12) Pool vehicles
- 13) Staff training
- D. Evaluate and audit the enterprise fund/chargeback system:
 - 1) Create chargeback rate development that can fluctuate yearly.
- E. Assess the use and need of:
 - 1) Information systems and other technologies
 - 2) Fleet equipment needs
- 3. Prepare a report that:
 - A. Analyzes findings and benchmark against best practices
 - B. Determines the City's cost of services and compare to industry benchmarks.
 - C. Make recommendations that will improve operations, reduce costs and address the principles and goals of the City of Boynton Beach's Climate Action Plan.
 - D. Identify and assess possible barriers and constraints to recommendations.
 - E. Recommend size and configuration of a fleet maintenance facility that would best suited for the City of Boynton Beach taking into account two possible scenarios:
 1) Fleet Maintenance remains at its current leastion or
 - 1) Fleet Maintenance remains at its current location, or
 - 2) A new Fleet Maintenance Facility is constructed at the Rolling Greens site.
 - F. Recommend implementation plan including preliminary budget.

6. DELIVERABLES

The Consultant, based upon site visits, experience, observations, interviews, surveys, research, analysis and findings shall present the following:

- Preliminary report (5 bound copies and a PDF file) for staff review detailing the City's Fleet Management Program baselines, the Consultant's analysis, findings, recommendations, possible barriers, implementation timeframe, and estimated costs/benefits. The report shall include an itemized costs and timeframe estimates to implement Consultant's recommendations.
- 2. Meet with City's Project Manager, as necessary to review City comments and incorporate applicable comments.
- 3. Provide draft final report for review by the City; upon review address comments and concerns leading to a presentation of a final report.
- 4. Submit final report with executive summary (20 bound copies).

Section III - PROPOSAL SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

- I. In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Boynton Beach.
- II. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.
 - a. Each of the six (6) sections listed below shall be tabbed and labeled.
 - b. Each page shall be numbered on the bottom right hand corner.
 - c. Submit one (1) original proposal and four (4) copies.
 - d. The proposal shall be organized as follows:

Proposal Tab Section	Title
1.	Cover Page and Introduction letter
2.	Understanding of the Solicitation
3.	Project Team
4.	Schedule/Timeline
5.	Cost
6.	Submittal Forms

TAB 1 - INTRODUCTION LETTER – All Proposals shall be accompanied by a cover letter of introduction and executive summary of the Proposal.

Qualifications, Experience, References and Samples:

1. Briefly introduce your firm, providing a summary of administration, organization and staffing of your firm, including multiple offices, if applicable.

2. In this section, it should clearly state the contact person title and contact information.

3. Describe the experience of the firm in the last thirty six (36) months in performing services of similar size and scope.

4. Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address.

TAB 2 – UNDERSTANDING OF THE SOLICITATION –

Quality of Proposal as it addresses the needs presented in the Scope:

- 1. Provide a summary of your understanding of the requirements of this Request for Proposal.
- 2. Provide your expectations of City of Boynton Beach including Support Staff and resources.

TAB 3 – PROJECT TEAM –

- 1. Proposers must provide a Project Team Organizational Chart and identify key individuals.
- 2. Provide an explanation of how City of Boynton Beach will be able to identify authorized staff.
- 3. How will notice of changes in authorized staff be communicated to the City of Boynton Beach?
- 4. Provide information regarding customer service support including hours of availability.

TAB 4 - SCHEDULE/TIMELINE -

- 1. Describe your overall project approach and implementation plan (including a timeline) for this project.
- 2. Describe the proposed time schedule for each location.
- 3. Responses must include a projected timeline, outlining the major steps of each component of the opportunity and a schedule demonstrating estimated length of time required to complete each steps.
- 4. When operating on City of Boynton Beach's property what is required and/or needed to assist in your task?

TAB 5 – COST PROPOSAL – The City of Boynton Beach requests that the firms interested in responding complete the Cost Proposal Form attached herein. If a discount off retail pricing for items not specifically listed on the Cost Proposal Form is available, please provide that information. Also include any other pricing discounts or offers that will assist the City of Boynton Beach in obtaining the best possible pricing for the services provided.

Rates and Expenses

- 1. Provide detailed information and pricing.
- 2. In this section, you may provide us with your proposed rates and expenses. Proposers are encouraged to offer more options in addition to what is listed in the Scope.
- 3. Provide any discount for non-standard services, volume discounts or any other special price offered.

<u>TAB 6 – SUBMITTAL FORMS –</u> Respondents must complete and submit the required forms in order for submittal to be considered a valid response. *DO NOT INCLUDE YOUR PRICE PROPOSAL FORM IN THIS SECTION RATHER INCLUDE IT IN TAB 5 – PRICE PROPOSAL.*

- Proposer's Acknowledgement
- Acknowledgment of Addendum(s)
- Statement of Proposer's Qualifications
- References
- Anti-Kickback Affidavit
- Non Collusion Affidavit of Prime Proposer
- Confirmation of Minority Owned Business
- Confirmation of a Drug Free Workplace
- Acknowledgement of PBC Inspector General
- City of Boynton Beach Local Business Status
- Schedule of Sub-Consultants
- Statement of No Proposal (if applicable)

Section IV – PROPOSAL EVALUATION METHOD AND CRITERIA:

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFP.

The Purchasing Manager shall determine whether each Respondent is responsive and responsible. For the purposes of this RFP, a responsive Respondent means a Firm that has submitted a proposal that conforms in all material respects to the requirements in the RFP. Accordingly, the Purchasing Manager will determine whether each Proposer correctly submitted all of the necessary forms and documents.

Among other things, a proposal may be found to be non-responsive if the Respondent failed to provide the information requested in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

The Selection Committee will evaluate each proposal utilizing the following criteria:

Criterion	Max Score
Company Information, Minimum Qualifications, Experience and References • Cover letter, Executive Summary, Contact Info • Company Description • Minimum Qualifications • Direct Experience • References	30
 Understanding of the Solicitation Understanding the Scope Expectation of the City of Boynton Beach Support Staff and Resources 	25
Project Team Project Team Organizational Chart Key Individuals 	10
Schedule/timeline • Project Approach • Implementation Plan • Schedule • Major Steps Outline • Time for each step	20
Cost • Detailed information • Rates and Expenses • Additional Options • Discounts	10
Local Business Certification Form Total	5 100

Price Proposal – 10 points max.

The firm providing the lowest price to the City will receive the maximum of 10 points, all others will receive points based on the following formula:

10- [10 points X (total cost – lowest total cost) / lowest total cost]

Note: If the result is a negative number, the score assigned will be 0.

Example: Proposal 1: \$100,000 Proposal 2: \$150,000 Proposal 1 submitting the lowest, would achieve a score of 10 points. Proposal 2 would achieve a score of 5 points, calculated as follows: 10 - [10 X (\$150,000 - \$100,000) / \$100,000] = 5

Each Selection Committee member will evaluate, rank and score the proposals for each of the evaluation criteria. The Selection Committee may create a short list of Respondents from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only those proposals from Respondents that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank proposals without conducting interviews with Proposers. Therefore, each Respondent must ensure that its proposal contains all of the information requested in this RFP.

The Selection Committee, may, at its discretion, request interviews with one of more of the Proposers. If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team member and comprehensive explanations and/or augmentation of information. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals. All costs incurred by Proposer to participate in the interview, including travel, will be the sole responsibility of the Proposer.

Upon completion of the discussions, interviews or presentations, if conducted, the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the evaluation criteria listed above. At any time during the Selection process, the City may conduct investigations it deems necessary to evaluate the Proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a Proposal.

At any time during the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFP).

REQUEST FOR PROPOSAL FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

GENERAL CONDITIONS

- 1. <u>FAMILIARITY WITH LAWS</u>: The qualifier is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the equipment. Ignorance on the part of the qualifier will in no way relieve them from responsibility.
- 2. <u>BID FORMS:</u> The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.
- 3. <u>EXECUTION OF BID:</u> Proposal must contain an original signature of a representative who is legally authorized to contractually bind the Proposer.
- 4. <u>NO BID</u>: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the Professional's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.
- 5. <u>BID DEADLINE:</u> It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place prior to the proposal deadline. The City of Boynton Beach is <u>not</u> responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Proposals which for any reason are not delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal. Offers by telegram or telephone are not acceptable.
- 6. <u>RIGHT TO REJECT RFP:</u> Right is reserved to reject any or all RFP's and to waive technical errors, or to accept any RFP's that are in part deemed as the best responsible qualifier which represents the most advantageous RFP to the City. In determining the "most advantageous RFP", price, quantifiable factors, and other factors are considered. This would include specifications, proposed schedule, the proposed price and other factors contributing to the overall acquisition cost of this service.

Consideration may be given, but not necessarily limited to conformity to the specifications, including timely delivery, product warranty, a qualifier's proposed service, ability to supply and provide service, delivery to required schedules and past performances in other Contracts with the City or other government entities.

- 7. <u>RIGHTS OF THE CITY:</u> The City expressly reserves the right to:
 - Waive as an informality, minor deviations from specifications at a lower price than the best responsible qualifier meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
 - Waive any defect, irregularity or informality in any RFP or qualifying procedure;
 - Reject or cancel any or all RFP's;
 - Reissue Request For Proposal Invitation;
 - Extend the RFP opening time and date;
 - Consider and accept an alternate RFP as provided herein when most advantageous to the City.
- 8. <u>STANDARDS</u>: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective qualifier has:
 - Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - A satisfactory record of performances;
 - A satisfactory record of integrity;
 - Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - Supplied all necessary information in connection with the inquiry concerning responsibility.
- 9. <u>INFORMATION AND DESCRIPTIVE LITERATURE:</u> Proposers must furnish all information requested in the spaces provided on the RFP form. Further, as may be specified elsewhere, each qualifier must submit for RFP evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous RFP or on file with the buyer will not satisfy this provision.
- 10. <u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications should be directed to this office in writing no later than <u>ten (10) days prior</u> to the RFP closing. Inquiries must reference the date by which the RFP is to be received.
- 11. <u>CONFLICT OF INTEREST</u>: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.
- 12. <u>TRADE SECRET</u>: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's

determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

- 13. <u>SUBCONTRACTING</u>: If a qualifier subcontracts any portion of a Contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all RFP's wherein a subcontractor is named and to make the award to the qualifier, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject the RFP of any qualifier if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.
- 14. <u>ADDENDA:</u> From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Proposers at the Office of Procurement Services, it is each qualifier's responsibility to check with the issuing office and immediately secure all addenda before submitting RFP's. It is the usual practice for the City to upload all addenda to Demanstar.com, but it cannot be guaranteed that all Proposers will receive ALL addendum(s) in this manner. Each qualifier shall acknowledge receipt of ALL addenda by notation on the RFP.
- 15. <u>ESCALATOR CLAUSE:</u> Any RFP which is submitted subject to an escalator clause will be rejected.
- 16. <u>EXCEPTIONS:</u> Incorporation in an RFP of exceptions to any portion(s), of the Contract documents may invalidate the RFP. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the qualifier's RFP on a separate sheet marked "EXCEPTIONS TO THE SPECIFICATIONS" and this sheet shall be attached to the RFP. The use of qualifier's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.
- 17. <u>DISPUTES</u>: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.
- 18. <u>ANTITRUST CAUSE OF ACTION</u>: In submitting an RFP to the City of Boynton Beach, the respondent offers and agrees that if the RFP is accepted, the respondent will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

- 19. <u>GOVERNMENTAL RESTRICTIONS:</u> In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the successful qualifier to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.
- 20. <u>LEGAL REQUIREMENTS:</u> Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier will in no way be a cause for relief from responsibility.
- 21. <u>ON PUBLIC ENTITY CRIMES</u> All Request for Proposal Invitations as defined by Section 287.012(11), Florida Statutes, Requests for Proposal as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted Professional list following a conviction for public entity crime may not submit an RFP on a contract or provide any goods or services to a public entity, may not submit an RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Professional list".

- 22. <u>ADVERTISING:</u> In submitting an RFP, the qualifier agrees not to use the results therefrom as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE TO CONTRACT CONDITIONS**".
- 23. <u>ASSIGNMENT:</u> Any Purchase Order issued pursuant to this RFP invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
- 24. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach. Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, attorney fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) business days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim, suit, or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees

- 25. <u>PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES</u>: At the option of the Professional, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
- 26. <u>AWARD OF CONTRACT:</u> Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible qualifier whose RFP represents the most advantageous RFP to the City, Evaluation of RFP's will be made based upon the evaluation factors and standards heretofore set forth. The City reserves the right to reject any and all RFP's and to waive technical errors as heretofore set forth. In the event of a Court challenge to an award by any qualifier, damages, if any, resulting from an improper award shall be limited to actual RFP preparation costs incurred by the challenging qualifier. In no case will the award be made until all necessary investigations have been made into the responsibility of the qualifier and the City is satisfied that the best responsible qualifier is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.
- 27. <u>FUNDING OUT:</u> The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
- 28. <u>LICENSE AND PERMITS</u>: It shall be the responsibility of the successful qualifier to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Assistant to the Finance Director and City Inspectors.
- 29. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u> Qualifier certifies that all material, equipment, etc., contained in this RFP meets all O.S.H.A. requirements. Qualifier further certifies that if awarded as the successful qualifier, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the qualifier.

Qualifier certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

30. PALM BEACH COUNTY INSPECTOR GENERAL:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

31. <u>PUBLIC RECORDS</u>: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK 100 E BOYNTON BEACH BLVD. BOYNTON BEACH, FLORIDA, 33435 561-742-6061 PYLEJ@BBFL.US

32. LOCAL BUSINESS STATUS CERTIFICATION:

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Financial Services Department, Purchasing Services, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference." In order to be considered for a local business preference, a Respondent must include the Local Business Status Certification Form at the time of RFP submittal.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation.

Respondents who are certified as required will receive the full five points allotted for this evaluation criteria. All other firms will receive zero points in this evaluation criterion.

<u>QUESTIONS:</u> Any questions relative to any item(s) or portion of Request for Proposal should be directed to **Ilyse Triestman**, **Purchasing Manager**, (561) 742-6322 Monday through Friday from 8:00 A.M. to 5:00 P.M; email: <u>triestmani@bbfl.us</u>

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

REQUEST FOR PROPOSAL FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

PROPOSER ACKNOWLEDGEMENT

Submit RFP's To: PROCUREMENT SERVICES 100 E. Boynton Beach Boulevard P.O. Box 310 Boynton Beach, Florida 33425-0310 Telephone: (561) 742-6322

RFP Title: COMPREHENSIVE ANALYSIS – FLEET OPERATIONS

RFP Number: 017-2510-18/IT

RFP Received By: MAY 29, 2018, NO LATER THAN 2:30 P.M.

RFP's will be opened in Procurement Services unless specified otherwise. RFP receiving date and time is scheduled for: <u>MAY 29, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)</u> and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the City.

Name of Professional:				
Federal I.D. Number:				
A Corporation of the Stat	e of:			
Area Code:	Telephone Number:			
Area Code:	FAX Number:			
Mailing Address:				
City/State/Zip:				
E-mail Address:				

Authorized Signature

Name Typed

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

A D D E N D A

CITY OF BOYNTON BEACH FLORIDA

RFP TITLE: "COMPREHENSIVE ANALYSIS - FLEET OPERATIONS"

RFP NO.: 017-2510-18/IT

DATE SUBMITTED:

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: THE CITY OF BOYNTON BEACH

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE

□ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

REQUEST FOR PROPOSAL

FEE PROPOSAL FORM

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

The Proposer's monthly fee for benefit consulting services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	TOTAL PRICE
1	LUMP	SUM	TOTAL NOT-TO EXCEED PRICE FOR ALL PROFESSIONAL SERVICES TO COMPLETE THE ENTIRE SCOPE OF WORK AND FURNISH ALL DELIVERABLES AS DEFINED HEREIN.	\$

Proposer should also attach a copy of its rate sheet for use in pricing additional services as needed.

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

(____

)

TELEPHONE NO.

E-MAIL ADDRESS

TITLE

DATE

STATEMENT OF QUALIFICATIONS

Each qualifier proposing on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each RFP document. Failure to comply with this instruction may be regarded as justification for rejecting the RFP response.

* attach additional sheets giving the information

1.	Name of Qualifier:		
2.	Business Address:		
3.	When Organized:		
4.	Where Incorporated:		
5.		e you been engaged in business under the present firm r	name?
6.	General character of w	vork performed by your company.	
7.	Enclose evidence of p	ossession of required licenses and/or business permits.	
8.	Number of employees		
9.	Background and expe	rience of principal members of your personnel, including offic	ers. *
10.	Bonding capacity, if ap	plicable	
11.	Have you ever default	ed on a contract? If so, where and why?*	

12. Experience in performance of work similar in importance to this project.

Projec	ct		\$ Value		Contact Name		Phone #
13.	Contra	acts on hand. *					
14.	Large	st completed pr	ojects (include fi	nal cos	st).		
	1)						
	2)						
	3)						
15.	List al and w		ed to similar pro	jects) d	or arbitration to which y	ou hav	ve been a party
	1)	arose from pe	rformance: *				
	2)	occurred withi	n the last 4 year	'S: *			
	3)	provide case	number and style	Ə: *			
Dated	at:						
this _	da	y of	2	0			
Ву:		(-		
		(written signa					
		(printed or typ	ped)		_		
Title:					_		

REFEREN	NCES FOR(NAME OF FIRM)	
Company Name:			
Address:			
Contact Name:			
Phone:	Fax:	E-Mail:	
Company Name:			
Address:			
Contact Name:			
Phone:	Fax:	E-Mail:	
Company Name:			
Address:			
Contact Name:			
Phone:	Fax:	E-Mail:	
Company Name:			
Address:			
Contact Name:			
Phone:	Fax:	E-Mail:	

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

STATE OF FLORIDA)	SS
COUNTY OF PALM BEACH)	00

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

	By:	
		NAME - SIGNATURE
Sworn and subscribed before me		
this day of	, 20	
		Printed Information:
		NAME
		NAME
		TITLE
NOTARY PUBLIC, State of Florida		
at Large	_	
		COMPANY

"OFFICIAL NOTARY SEAL" STAMP

NON COLLUSION AFFIDAVIT

	ate of)
Co	unty of)
	, being first duly sworn, deposes and says that:
1)	He/She is, the qualifier, the qualifier qu
	who has submitted the attached RFP No. 017-2510-18/IT for COMPREHENSIVE ANALYSIS – FLEET OPERATIONS
2)	He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
3)	Said RFP is genuine and is not a collusive or sham RFP;
4)	Further, the said qualifier nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other qualifier, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other qualifier, firm or person to fix the price or prices in the attached RFP or of any other qualifier, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
5)	The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
	(Signed)

(Title)_____

Subscribed and sworn to before me

This ______, 20 _____,

My commission expires _____

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a N	linority Owned Business ?	Yes	<u></u> No	
If Yes, please indicat	te by an "X" in the appropriat	e box:		
()	AMERICAN INDIAN			
()	ASIAN			
()	BLACK			
()	HISPANIC			
()	WOMEN			
()	OTHER			
()	NOT APPLICABLE	(specify)		
Do you possess a Co	ertification qualifying your bu	siness as a M	linority Owned Busin	ess?
			YES	NO
If YES, Name the Or	ganization from which this ce	ertification was	s obtained and date:	

Issuing Organization for Certification

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied Professionals have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Professional's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Respondent is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The Respondent understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

CONTRACTOR NAME

Ву_____

Title: _____

Date:

CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

I,	_, the of	
(Name of officer of company)	_, the of (Title of officer of company)	
, '	located at,	
(Name of Corporation/Company)	located at, (Business Address)	
Certify that I am an authorized represe	entative of the business and, on behalf of the	
Business, request that it be deemed to	o be a local business for purposes of the City of	
Boynton Beach Local Preference Proc	gram. Answering yes to Question 1 and Question	2
below will qualify the business as a loc	cal business. In support of this request, I certify the	he
following to be true and correct:		

NAME	OF BUSINESS:			
1.	Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u>	Number of Years:
2.	Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number:
3.	Is the business registered with the Florida Division of Corporations?	<u>YES</u>	<u>NO</u>	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name:	Signature:		
	FOR PURCHASING USE	ONLY	
Business License	Year Established:	Active:	
Verified by:		_ Date:	
THIS	PAGE TO BE SUBMITTED FOR PROPOSAL COMPLETE AND ACCEPTAE		32

COMPREHENSIVE ANALYSIS – FLEET OPERATIONS RFP No.: 017-2510-18/IT

SCHEDULE OF SUB-CONSULTANTS

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, please sign and date the from and write "Not-Applicable" or "NONE" across the form.

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	<u>Contract</u> <u>Amount</u>	Percentage (%) of Contract

Signature_____

Date: _____

Title/Company_____

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

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STATEMENT OF NO SUBMITTAL

If you are not submitting an RFP for this project, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of Firm's name from the City's Vendor list.

COMPANY N	AME:
ADDRESS:	
TELEPHONE	· · · · · · · · · · · · · · · · · · ·
SIGNATURE:	
DATE:	
WE, the unde	ersigned have declined to respond to your RFP No.: 017-2510-18/IT for NSIVE ANALYSIS – FLEET OPERATIONS " because of the following reasons:
	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
	Insufficient time to respond to the Invitation
	We do not offer this product or an equivalent
	Our product schedule would not permit us to perform
	Unable to meet specifications
	Unable to meet bond requirements
	Specifications unclear (explain below)
	Other (specify below)
REMARKS:	

"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING. AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONSULTING SERVICES PROVIDER

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and ______, hereinafter referred to as "PROFESSIONAL", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- PROJECT DESIGNATION. The Firm is retained by the City to perform professional services in connection with the RFP FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS; RFP No.: 017-2510-18/IT.
- 2. SCOPE OF SERVICES. Firm agrees to perform the services, identified in **Section II Scope** of **Services** and attached hereto as **Exhibit A**.
- 3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the PROFESSIONAL to proceed. PROFESSIONAL shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
- 4. TERM: This Agreement shall commence upon award by City Commission.
- 5. PAYMENT: The City will pay the PROFESSIONAL, the fees as set forth in Exhibit B, Fees and Payments, which is attached hereto and made a part hereof.

These fees will be paid by the City for completed work and for services rendered under this agreement as follows, not to exceed ______

- a. Payment for the work provided by PROFESSIONAL shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to PROFESSIONAL shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or her designee.
- b. The PROFESSIONAL may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the PROFESSIONAL in the amount approved.
- c. Final payment of any balance due the PROFESSIONAL of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
- d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- e. The PROFESSIONAL'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

- 6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
- 7. COMPLIANCE WITH LAWS. Professional shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
- 8. INDEMNIFICATION. Professional shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Professional's own employees, or damage to property occasioned by a negligent act, omission or failure of the Professional.
- 9. INSURANCE. The Professional shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

- 10. INDEPENDENT CONTRACTOR. The Professional and the City agree that the Professional is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Professional nor any employee of Professional shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Professional, or any employee of Professional.
- 11. COVENANT AGAINST CONTINGENT FEES. The Professional warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely

for the Professional, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Professional, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. DISCRIMINATION PROHIBITED. The Professional, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- 13. ASSIGNMENT. The Professional shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
- 14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
- 15. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Professional.

b. In the event of the death of a member, partner or officer of the Professional, or any of its supervisory personnel assigned to the project, the surviving members of the Professional hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Professional and the City, if the City so chooses.

- 16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.
- 17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager City of Boynton Beach P.O. Box 310 Boynton Beach, FL 33425-0310

Notices to Professional shall be sent to the following address:

- 18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Professional.
- 19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK 100 E BOYNTON BEACH BLVD. BOYNTON BEACH, FLORIDA, 33435 561-742-6061 PYLEJ@BBFL.US

CITY OF BOYNTON BEACH	
Lori LaVerriere, City Manager	Professional
Attest/Authenticated:	Title
Judy Pyle, City Clerk	(Corporate Seal)
Approved as to Form:	Attest/Authenticated:
James A. Cherof, City Attorney	Secretary

DATED this _____, 20____,

EXHIBIT A SCOPE OF SERVICES

[Scope of Services will be inserted prior to execution]

EXHIBIT B FEES AND PAYMENTS

[Will be inserted prior to execution]