

# MEMO



WEST PALM BEACH

City Attorney

**To:** Jeri Muoio, Mayor

**From:** Stacey R. Weinger, Asst. City Attorney *SRW*

**Date:** November 28, 2018

**Matter No:** 21570

**Dept.** 230 Human Resources

**Re:** **Robert Half; Finance, HR, IT; Supplemental Professional Support Staff**

RECEIVED  
CITY OF WEST PALM BEACH  
MAYOR'S OFFICE

NOV 29 2018

401 CLEMATIS STREET  
WEST PALM BEACH FL 33401

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

**To:** Office of the City Clerk

# RECEIVED

The Mayor is authorized to execute the document in accordance with:

NOV 30 2018

- Procurement Code.
- Commission Approval. Resolution No.
- City Charter

CITY OF WEST PALM BEACH  
OFFICE OF THE CITY CLERK

Please take the actions indicated below with respect to these documents:

- Attest to the execution of the Agreement by the Mayor.
- Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review: December 2028  
 (Non-construction: 5 years from estimated completion and final payment)  
 (Construction related: 10 years from estimated completion and final payment)

Please retain one original as a public record and forward the other original to:

**Stacey R. Weinger, Asst. City Attorney**



CITY OF WEST PALM BEACH

**SUPPLEMENTAL STAFF AGREEMENT**

Contract No: 21570

**Provider Name:** Robert Half International Inc., dba Accountemps, OfficeTeam, Robert Half Management Resources and Robert Half Technology

**Provider Address:** 250 South Australian Ave, Ste. 1404  
West Palm Beach, FL 33401

Email: Randy.mcdermott@roberthalf.com

Telephone: 561.366.8105

FEI/EIN # 94-1648752

**Services:** Provider shall provide staffing ("Supplemental Workers") on an as-needed basis for the Information Technology, Finance and Human Resources Departments. The job positions are described in further detail in the City's Request for Qualifications No. 17-18-405, a copy of which is attached hereto as **Exhibit A**, and incorporated into this Agreement by reference. No minimum amount of services is guaranteed by this Agreement. The Special Terms below are agreed to by the parties.

**City Procurement:** RFQ 17-18-405

**Special Terms:**

1. The City of West Palm Beach (the "City") reserves the right to interview any potential staff and approve or deny placement.
2. **Supplemental to Hire:** Should an opening for a permanent position within the City come available, the Supplemental Worker may apply for the position. The City reserves the right to hire the Supplemental Worker upon payment of a conversion fee to the Provider as described in Section 36 herein.
3. **Vacation Pay:** If a Supplemental Worker qualifies for a vacation under their employment contract with the Provider, the Supplemental Worker shall give the City two (2) weeks' notice before the start of such vacation. The Provider shall be responsible for any vacation pay due the Supplemental Worker. Additionally, if the assignment is ongoing at the time of the Supplemental Worker's vacation, the Provider shall provide a replacement worker.
4. **Overtime:** Should any assignment require the Supplemental Worker to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the agreed upon hourly rate.
5. **Provider's Responsibilities:**
  - a. Provider(s) shall be responsible for employment screening, evaluations, advertising, recruitment, and disciplinary actions involving any Supplemental Worker under this contract. Screening and testing procedures used by the Provider must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed **Exhibit A** are met. Specifically, to the extent permitted by applicable law, Provider will have a third party vendor perform a seven-year criminal background investigation for the Supplemental Worker for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the Supplemental Worker has resided or worked within the U.S. in the last seven years as stated on his or her application with Provider. Provider does not engage in any verification process other than the checks in the preceding sentence. If City obtains a copy of the results of the foregoing checks (the "Background Investigation Report"),

City agrees to keep the Background Investigation Report strictly confidential and to use the Background Investigation Report in accordance with applicable laws and solely for employment purposes.

- b. Provider(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all Supplemental Workers provided under this contract.
- c. Provider(s) shall provide paychecks for Supplemental Workers making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.
- d. Provider(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.
- e. Provider(s) shall ensure Supplemental Workers report on the specified date at the requested time, to the appropriate user facility, ready to commence work.
- f. Provider(s) shall agree that the City retains the right to reject or stop time on any Supplemental Worker who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any applicable federal, state or local regulation, disrupts the activities of the using agency to which Supplemental Worker is assigned, or for any other reason is considered unacceptable in the judgment of the City.
- g. Provider(s) shall abide by all applicable ordinances and laws pertaining to their operation and secure all required licenses and permits required for Provider to perform services hereunder.
- h. Provider(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards required for it to perform services hereunder, and shall review I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) for each Supplemental Worker in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Provider(s) hereby certifies that all required documentation is on file in their office, certifying the Supplemental Workers are eligible for employment in the United States by Provider's review of each I-9.
- i. Provider(s) must comply with all applicable requirements of the Americans with Disabilities Act.

**City Departments:** Finance, Information Technology and Human Resources.

**Service Term:**  Recurring services: on an As-Needed basis.

Recurring services to be provided through: Three years from the date of execution of this Agreement by the City. The Agreement may be renewed for two additional one (1) year terms upon the mutual written agreement of the parties.

**Fees:**  Fees and rates are set forth in **Exhibit B**, attached hereto.

Hourly rates are inclusive of all costs including, but not limited to, the cost of overhead, profit, insurance, taxes, and incidentals. Billing begins at the time the Supplemental Worker arrives on site and checks in to work. The City will not pay for any travel time to and from the site.

**Invoice Schedule:**  Monthly Invoice

**THIS AGREEMENT** ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City") 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, Provider and City agree as above and as follows:

1. **Services.** Provider shall provide all Supplemental Workers to provide the services described above (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice.

2. **Fee.** The City shall pay Provider the Fee indicated above (the "Fee"). The Fee and any applicable conversion fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider. Provider's Supplemental Worker will submit a time sheet or an electronic time record for the City's verification and approval at the end of each week. The City's approval of the Supplemental Worker's timesheet will indicate its acceptance of the terms provided in Provider's letter confirming the engagement of that Supplemental Worker.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. **Provider shall provide W-9 or FEIN# to City with first invoice.**

4. **Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. If the services are not performed to the City's reasonable satisfaction based on demonstrable concerns and issues, Provider shall cause its Supplemental Workers to perform up to a maximum of forty (40) hours of services to re-perform the services without charge, provided that Provider is notified within ninety (90) days of the date that the services were provided.

5. **Term.** This Agreement shall commence upon full execution by the parties and continue for a term of three (3) years, unless earlier terminated. The City shall execute this Agreement last. This Agreement may be renewed for two (2) additional one (1) year terms upon the execution of a written contract amendment by both parties.

6. **Representations, Warranties and Covenants of Provider**

6.1 **Authority.** Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

**9. Independent Contractor.** It is specifically understood that Provider is an independent contractor. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

**10. Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

**11. Property Rights.** Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created by Provider's Supplemental Workers in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed by Provider's Supplemental Workers under this Agreement. Any reuse of Provider's Supplemental Worker's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-contractors.

**12. Insurance.** Unless waived in writing below by the applicable Department Director, Provider shall purchase from and maintain during the term of the Services, 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 \$1,000,000 aggregate, with bodily injury limits.

Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature \_\_\_\_\_

(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" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

*Provider Signature*

(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.

Automobile Liability Insurance is waived by the Department Director.

*Dept. Director Signature* \_\_\_\_\_

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 liability insurance policies shall name and endorse the following as additional insured(s) or alternate employer: the City of West Palm Beach and its commissioners, officers, employees and agents.

**Certificate of Insurance:** Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

**13. Indemnity.** Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such 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 reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

#### **14. Termination.**

14.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, payment and conversion fees, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

#### **15. Reserved.**

**16. Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above with a copy to Robert Half International Inc., Attention: Client Contracts Department; 2613 Camino Ramon, San Ramon, CA 94583.

**17. Taxes.** Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

**18. Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds. Notwithstanding anything to the contrary in this Agreement: (i) Provider may at any time, in its sole discretion, discontinue performance of the services once the funds available have been spent (even if Provider continued to provide services after the amount available was reached); (ii) the City shall have sole responsibility for monitoring fees charged in relation to the funds available; (iii) the City will terminate the assignment prior to the expenditure of the funds available; and (iv) the City shall be responsible for all charges for services requested by the City (including charges in excess of the funds available) in the event the City fails to notify Provider of termination of the assignment.

**19. Lobbying Certification.** Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**20. Non Discrimination.** Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

**21. Assignment.** This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**22. Force Majeure.** Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**23. Ethics; Conflict of Interest.**

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, any official of the City.

23.5 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

23.7 Intentionally Omitted.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**24. Public Entity Crimes Act.** Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from City's competitive procurement activities.

**25. Unauthorized Aliens.** The knowing employment by Provider or its sub-contractors of any Supplemental Workers who is an alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in violation of any applicable laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

**26. Small Business Requirements.** Intentionally Omitted.

**27. Public Records Law.** Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports



prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider 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 Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider or Provider shall keep and maintain all public records. If Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. If Provider transfers all public records to the City upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Provider 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 Provider, except as authorized by law and specifically authorized by City. If Provider does not transfer the records to the public agency upon completion of the Agreement, Provider shall ensure that exempt and confidential records are not disclosed. Failure of the Provider 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 Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

**28. Governing Law.** 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 Provider 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. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**29. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

**30. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**31. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

**32. Inspector General.** Provider 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 may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider 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 this Agreement justifying its termination.

**33. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider. This Agreement is only applicable to, and the only Robert Half International Inc. branches and divisions obligated under this Agreement are, the Accountemps, OfficeTeam and Robert Half Management Resources divisions of the branch office located in West Palm Beach, FL and the Robert Half Technology division of the branch office located in Ft. Lauderdale, FL.

**34. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

**35. Supervision and Job Description.** The City shall supervise Provider's Supplemental Workers providing services to the City. The City shall not permit or require a Supplemental Worker (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to perform services remotely (e.g., on premises other than the City's or the City's customer's premises); or to use computers, or other electronic devices, software or network equipment owned or licensed by the Supplemental Worker; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Provider is not a professional accounting firm, the City agrees that it will not permit or require a Supplemental Worker (a) to render an opinion on behalf of Provider or on the City's behalf regarding financial statements; (b) to sign the name of Provider on any document; or (c) to sign their own names on financial statements or tax returns.

**36. Conversion Fees.** In the event the City wishes to convert any of Provider's Supplemental Workers, the City agrees to pay a conversion fee in accordance with this section. The conversion fee will equal 20% of the Supplemental Worker's aggregate annual compensation, including bonuses. For Supplemental Workers with a starting salary up to \$50,000, there shall be no conversion fee owed after the Supplemental Worker has provided services to you for 720 hours. For Supplemental Workers with a starting salary over \$50,000, there shall be no conversion fee owed after the Supplemental Worker has provided services to you for 960 hours. The City agrees to pay a conversion fee if the Supplemental Worker is hired by an affiliate or other related business entity as a result of the City's subsequent referral of the Supplemental Worker. The conversion fee is payable if the Supplemental Worker is hired, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if the Supplemental Worker is hired on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

**37. Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement (i) Provider shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the City or its employees; (ii) Provider's maximum liability for any specific engagement, in any case, will not exceed the fees paid to Provider for that engagement; and (iii) Provider shall be compensated on a time and materials basis only. Provider is a temporary staffing contractor and does not provide deliverables.

38. **Scrutinized Company List.** In executing this Agreement, Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized companies that Boycott Israel List, created pursuant to section 215.473 and 215.4725, Florida Statutes respectively. Pursuant to Section 287.135, Florida Statutes, Provider agrees the City may immediately terminate this Agreement for cause if Provider is found to have submitted a false certification or if Provider is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

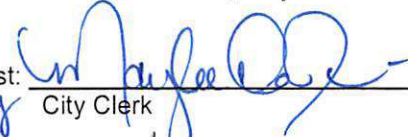
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ROBERT HALF INTERNATIONAL INC.<sup>EOE</sup>

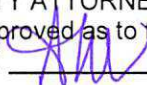
By:   
Diana Infanti, Regional Vice President

CITY OF WEST PALM BEACH

By:   
Geraldine Muoio, Mayor

Attest:   
Deputy City Clerk

Date: 11/30, 2018.

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: 

**EXHIBIT A**



Purchasing Department

**PROCUREMENT DIVISION**  
401 Clematis Street, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33401  
561-822-2100  
Fax: 561-822-1564

**Request for Qualifications**  
**RFQ 17-18-405**

**Professional/Managerial Support Supplemental Workforce**

The City of West Palm Beach is soliciting one or more qualified and responsible vendors to provide, on an as-needed basis, supplemental professional/managerial support staff for various departments with the City of West Palm Beach. The Contractor(s) selected under this procurement may be awarded a contract with the City of West Palm Beach under the terms and conditions of this RFQ.

**RFQ documents may be acquired electronically and free of charge by logging onto the City's Procurement Department's website at:**

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

Hard copies of bid documents may also be acquired from the Procurement Department at **401 Clematis Street, Third Floor, West Palm Beach, Florida 33401 – (561) 822-2100.**

Time is of the essence and any proposal received after, **3:00 pm on January 25, 2018** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Department. **Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, date, and hour proposals are scheduled to be received.** Offerors are responsible for insuring that their proposal is stamped by Procurement office personnel by the deadline indicated.

All proposals must be delivered or mailed to:

City of West Palm Beach  
Procurement Department  
Nathaniel Rubel, Procurement Supervisor  
401 Clematis Street, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33401

**ENVELOPES CONTAINING PROPOSALS MUST BE IDENTIFIED AS RFQ 17-18-405.**

**IMPORTANT:** Contact by a Contractor, or anyone representing a Contractor, regarding this RFQ with the WPB Mayor, any WPB Commissioner, Officer, City employee, other than an employee of the WPB Procurement Department, is grounds for disqualification. Contact with the WPB Procurement Department is for clarification purposes only.

  
Frank Hayden  
Director of Procurement

Publish Date: 12/24/17  
PALM BEACH POST

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**A. OBJECTIVE AND SCOPE OF SERVICES**

**Objective:**

The City of West Palm Beach is seeking proposals from qualified firms to provide professional/managerial temporary support staff for various departments (Information Technology, Finance, and Human Resources). The services provided will involve project oriented work, support, and operations services. The goal of the City is to have a group of qualified firms that have been selected through this RFQ process to provide services on as-needed basis. The City will not guarantee any minimum expenditures with any selected vendors during the contract period. The required services and performance conditions are described in the Scope of Work.

**Background:**

The City of West Palm Beach Department of Information Technology is a multiple vendor environment supporting multiple operating systems, software and architectures. The Department is responsible for the development, implementation and support of computer systems for all City departments. These systems support the daily business processes and mission critical functions of the City of West Palm Beach.

The Department of Human Resources provides services to approximately 1,600 employees, both full time and part-time employees in the areas of Benefits, Risk Management, Recruitment, Compensation and Employee Relations.

The Finance Department develops and implements financial and accounting policies and procedures. The Finance Department maintains the City's general ledger, accounts payable, accounts receivable, cash receipts and investments and provides monthly statements to the operating departments and other reports as requested. The Department is organized in four different divisions: Finance Administration, Budget, Accounting, and Cash Management.

The City will require that all individuals be fingerprinted (if required by the position), have completed a satisfactory background check and pre-employment physical, and wear City provided photo identification badges.

The City may engage firms for temporary staffing solutions for short-term project specific needs, long-term project specific needs or temporary to permanent job specific solutions.

**Scope of Work:**

The City is seeking proposals form qualified vendors to provide professional/managerial support staff with a variety of specific knowledge, skills and abilities for the Department of Information Technology, Department of Human Resources, and/or Department of Finance.

The City may select one or multiple vendors to perform some or all the required services.

The term of the consulting service can be on an hourly basis or daily basis for a period from 1 to 365 days with an option for renewal.

**Staffing Positions:**

The Selected Proposer(s) should be able to provide the resources requested in this RFQ, including, but not limited to, the functional categories listed herein:

**Department of Information Technology**

Systems/Business Analysis	Windows Desktop Support	GIS Analysis/Programmer
Windows System Administration	UNIX/LINUX Systems Administration	Network Administration
Oracle Applications Support	Telecommunications	Database Administration
Project Management	SunGard Public Safety CAD	Criminal Justice Information (CJIS) Security Policy

**Positions**

1. Systems/Business Analysis
2. Windows Desktop Support
3. GIS Analysis/Programmer
4. Windows System Administration
5. UNIX/LINUX Systems Administration
6. Network Administration
7. Oracle Applications Support
8. Telecommunications
9. Database Administration
10. Project Management
11. SunGard Public Safety CAD
12. Criminal Justice Information (CJIS) Security Policy

**Department of Human Resources**

Employee Relations	Compensation	Recruitment
Risk Management	Labor Relations	Benefits
Worker's Compensation	FMLA	General liability Insurance
Project Management	Automobile and property insurance	Safety
Supervisor/Managerial experience		

**Positions**

1. Employee Relations
2. Compensation
3. Recruitment
4. Risk Management
5. Labor Relations
6. Benefits
7. Worker's Compensation
8. FMLA
9. General Liability Insurance
10. Project Management
11. Automobile and Property Insurance
12. Safety
13. Supervisor/Managerial Experience

**Department of Finance**

General Accounting	Payroll	Oracle Financials
Fixed Assets	Supervisor/Managerial experience	

**Positions**

26. General Accounting
27. Payroll
28. Oracle Financials
29. Fixed Assets
30. Supervisor/Managerial Experience

The City of West Palm Beach reserves the right to interview any potential staff and approve or deny placement. The City reserves the right to request additional staff not specifically mentioned in this RFQ.

**Supplemental to Hire:**

Should an opening for a permanent position within the City come available, the supplemental worker may apply for this position. The City reserves the right to hire this supplemental worker without any financial obligation to the Contractor.



### Vacation Pay:

If a supplemental worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the City two (2) weeks' notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

### Overtime:

Should any assignment classified as non-exempt require the supplemental employee to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

### Contractor Responsibilities:

1. Contractor(s) shall be responsible for employment screening, testing, evaluations, advertising, recruitment, and disciplinary actions involving any supplemental contracted personnel under this contract. Screening and testing procedures used by the contractor must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed in the bid specifications are met.
2. Contractor(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all supplemental contracted personnel provided under this contract.
3. Contractor(s) shall provide paychecks for supplemental contracted personnel making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.
4. Contractor(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.
5. Contractor(s) shall ensure employees report on the specified date at the requested time, to the appropriate user facility, ready to commence work.
6. Contractor(s) shall agree that the City retains the right to reject or stop time on any supplemental contracted personnel who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any federal, state or local regulation, disrupts the activities of the using agency to which supplemental contracted personnel is assigned, or for any other reason is considered unacceptable in the judgment of the using agency.
7. Contractor(s) shall abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
8. Contractor(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Contractor(s) shall certify in writing that all required documentation is on file in their office, certifying the referrals are eligible for employment in the United States.
9. Contractor(s) must comply with all requirements of the Americans with Disabilities Act.

*It is specifically understood that Provider of supplemental worker(s) is an independent contractor. If Provider is an individual: (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. If Provider is a business firm: (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider*

*shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.*

**SPECIAL TERMS:**

1. **Business Tax Receipt** The Bidder will be required at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:
  - No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
  - A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
  - 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.
2. **Small Business Participation** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **0%** of the total contract value.
3. **Insurance** Contractor shall purchase from and maintain during the term of the Services, 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 \$1,000,000 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. 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 liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

**Certificate of Insurance:** Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times. If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

4. 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. Each proposer shall submit an Equal Benefits certification with its proposal/bid.
5. Contract Term The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

**B. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA**

**1. MINIMUM REQUIREMENTS**

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

Item	Criteria	Minimum Requirements
1.	Complete	Proposer Information Page is Complete. Representations and Disclosures have an original notarized signature by a corporate officer. Proposal is signed by an officer authorized to bind the firm.
2.	Timely Receipt	Proposal received in the Procurement Department on or before the due date and time.

**2. EVALUATION CRITERIA**

All responsive proposals will be evaluated, taking into consideration the evaluation criteria set forth.

1.	Qualifications and Experience
2.	Reference responses.
3.	Firm capacity in terms of financial viability and ability to provide required insurance.
4.	Evidence of ability to work efficiently and cooperatively with City staff; Past performance with the City and others.
5.	Location of office from which services will be provided.
6.	Impact to local economy in comparison to other proposers.
7.	Any suspension or debarment by any government entity; Any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest serves fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.
8.	Consideration of any other factors specific to this RFQ.
9.	Such other information as may be obtained.

## **C. INSTRUCTIONS FOR SUBMITTALS**

### **1. Preparing Proposal for Submission**

Each Proposer is required, before submitting its Proposal or Statement of Qualifications ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQ and any issued addenda. 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 RFQ. This RFQ constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to properly sign the Proposal shall be cause for rejection of proposal.

Proposals shall be presented in a clear and concise format, on 8 1/2" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFQ. 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 Proposal. The Proposer is asked to limit marketing materials and excess verbiage yet, sufficiently describe their qualifications, cost, and other information pertinent for evaluation. Only one proposal may be submitted by each Proposer.

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 Proposers.

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

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Proposer firm's name, RFQ number, RFQ title, deadline date and hour for receipt of Proposals.

### **2. Proposal Format**

**Proposal:** The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Proposal Cover Letter
2. Administrative Section, Resumes, Firm Information, Attachment A
3. Experience and Past Performance
4. Approach to the Project
5. References
6. Representations and Disclosures and Required Forms

This checklist is not to be construed as identifying all required submittals for this RFQ. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

#### **A. Proposal Cover Letter**

A proposal cover letter is required containing the corporate name (if applicable), name, principal address, telephone number, fax number, website and email address of Proposer and principal contact person. The cover letter shall be no more than one page. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state the Proposer's understanding of the services to be provided.

**B. Administrative Section / Resumes / Firm Information**

- i. Include **Proposer's Information Page (See Attachment A)**. Indicate the State in which Proposer's firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.
- ii. Describe Proposer's firm, including the size, total number of persons employed by the company, and range of activities and services. Identify the location of the corporate headquarters, regional and local offices. Identify the office which will provide the services under the contract and the total number of persons presently employed at that location.
- iii. Provide an organization chart and resumes of key staff to be assigned, length of employment with company, position, title, experience and training. Resumes should include relevant background, qualifications and experience conducting similar services. Identify the staff member to be the key point of contact with City staff.
- iv. Describe the firm's current and anticipated work load. Describe how priority will be assigned to City tasks within your organization, realizing that the City may be one of many clients with competing priorities.
- v. Provide information on any litigation, arbitration, mediation or other legal proceeding settled or pending the firm (or any predecessor firm) has been involved in as a party within the last five (5) years. Give the case name and current status of each matter.

**C. Experience and Past Performance**

Provide information sufficient to evidence that Proposer has experience relevant to the functional categories included in this RFQ. Proposer may include a narrative of its qualifications.

**D. Approach to the Project.**

Provide a brief narrative describing Proposer's approach to providing Temporary Staffing services. The proposal shall describe the administration of the project, including:

- Proposer's project communication methods.
- Describe Proposer's familiarity with Governmental Agencies

Additionally, the proposer shall address its understanding of any characteristics that are unique to this project. The proposer shall describe any factors viewed as a concern that may need to be addressed.

**E. References**

Provide three (3) references for clients similar in size to the City for which Proposer performed a similar scope of services. These references must include, at a minimum: name of agency, contact person, address, telephone number, email address, scope of work, number of staff assigned, number of months providing services and annual value of the contract. A reference person must be someone who has personal knowledge of the proposer's performance. The reference person must have been informed that they are being used as a reference and that the City may check references. Letters of Commendations or Recommendation may also be included in this section.

**F. Representations and Disclosures, and Required Forms**

Proposer shall include all forms required in this RFQ and by submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit **Attachment B**.

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFQ with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification
2. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or

employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members. Proposer shall have no other interest, direct or indirect, in the Project (other than an agreement awarded under this RFQ).

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

3. **Good Faith.** Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. **Financial.** Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.
5. **Criminal.** Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
6. **Procurement.** 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 projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
7. **No Solicitation or Contingent Fee.** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.
8. **Truth in Negotiation.** Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract.
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 RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
10. **No Liability.** Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

## **D. PROCUREMENT PROCESS**

### **1. NO LOBBYING:**

CONTACT BY A PROPOSER (OR ANYONE REPRESENTING A PROPOSER) WITH THE MAYOR, ANY CITY COMMISSIONER, OFFICER, OR CITY EMPLOYEE (OTHER THAN AN EMPLOYEE OF THE WEST PALM BEACH PROCUREMENT DIVISION), REGARDING THIS RFQ, IS GROUNDS FOR DISQUALIFICATION. Contact with the Procurement Division shall be for clarification purposes only

### **2. Questions/Addenda to the RFQ:**

No interpretation or changes in the scope or meaning of this Request for Qualifications will be made to any Proposer, orally or otherwise, except by written addendum. All responses to questions submitted in writing via e-mail, fax, or US Mail will be issued via written addendum to the RFQ. Proposers may only rely on clarifications or modifications made by written addendum, and not by oral or other email communications. The City may issue written addenda regarding this RFQ to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this RFQ prior to the submittal deadline for Proposals.

Contact with the Procurement Division is for clarification purposes only.

*All questions regarding this RFQ should be submitted in writing and must be received no later than seven (7) calendar days prior to the proposal submittal due date, addressed to:*

Nathaniel Rubel, Procurement Supervisor  
City of West Palm Beach Procurement Division  
401 Clematis Street, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33401  
Phone: (561) 822-2109  
Fax: (561) 822-1564  
E-Mail: nrubel@wpb.org

### **3. Submittal**

*Time is of the essence* and any Proposals received after **3:00 p.m., on January 25, 2018**, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, **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. Proposers are responsible for ensuring that their proposal is stamped as received by the deadline indicated. Proposals shall be in envelopes and marked as described in Section A of this RFQ. Proposals shall comply with the requirements of this RFQ.

### **4. Evaluation**

Upon the receipt of written Proposals, but prior to final selection, the City may request that one or more Proposers submit additional materials or information. The City may conduct interviews with, and may require presentations from, one or more Proposers regarding their qualifications, 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 right to make a selection based upon a response to this RFQ alone and without presentations or additional information. The City also reserves the right to make no selection as a result of this RFQ process.

The City intends to select the Proposal and qualifications deemed to be in the best interests of and the most advantageous to meeting the needs of the City, and offering the best value to the City. Each Proposal will be evaluated individually and in the context of all other proposals. The selection of a Proposer(s) with whom to negotiate 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 factors set forth in the City's procurement code, along with those factors set forth in this RFQ as Minimum Requirements and Evaluation Criteria.

Submittals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified.



The City reserves the sole right to determine the Proposer's performance history 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.

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

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the City to receive proposals. Nothing in this RFQ is intended to restrict the City of West Palm Beach in any way in the selection of the proposal(s) that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. The City may select another firm or use in-house staff to perform any of the above described items, in whole or in part. The City reserves the right to reject any or all proposals or responses made during the course of discussions and negotiations concerning a proposed contract, to discontinue its efforts to seek services or to pursue another process to acquire such services.

## **5. Contract**

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. If a satisfactory contract cannot be negotiated with the recommended Proposer, negotiations will then be started with the next ranked Proposer. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

The City reserves the right to contract for a portion of the services offered by a Proposer, subject to the mutual agreement of that Proposer.

Proposer(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

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.

## **6. 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 Official. 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.

## **E. TERMS AND CONDITIONS**

### **1. Proposer's Responsibility**

This RFQ is for guiding preparation of a Proposal; it is not to be construed as an offer by the City. The contents of this RFQ are neither warranted nor guaranteed by the City or its advisors and contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFQ and any supplemental materials based on their own investigation.

### **2. Lobbying Prohibited**

As to any matter relating to this RFQ, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, officer, City employee, or any City representative or contractor, or any other person working on behalf of the City on any matter related to or involved with this RFQ, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential consultant 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 RFQ 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 RFQ.**

### **3. Proposal Costs**

All costs and expenses incurred by any Proposer or party in responding to this RFQ, preparing a Proposal and any re-submittals, are the sole responsibility of the Proposer.

### **4. No Return of Proposals**

All Proposals shall become the property of the City and shall not be returned.

### **5. Ethics Requirements**

All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Palm Beach County Ordinance and 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 to receive a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a 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.

### **6. City as Gatekeeper of RFQ Documents**

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addenda and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

### **7. Public Records; Confidential & Proprietary Information**

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFQ. If a Proposer believes any of the information

contained in its Proposal is exempt from the public records law, 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.

#### **8. Ownership of Documents**

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation and resulting contract, and regardless of whether in paper or electronic format, without payment of any royalties or fees to Proposer. Proposer acknowledges that the City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Proposer or its sub-proposers.

#### **9. Records**

Proposer(s) awarded contract(s) under this RFQ 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 completion of the contract resulting from this RFQ. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at Proposer's local place of business for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to the City at Proposer's expense.

#### **10. 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 RFQ shall remain in effect as to all terms, agreements, and conditions without penalty. No City contract is an exclusive contract, unless explicitly stated in such contract.

#### **11. Indemnification**

Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and any other persons employed or utilized by Consultant in provision of the Professional Services under this Agreement. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, their agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

#### **12. Non-discrimination**

Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

#### **13. Unauthorized Aliens**

The knowing employment by Proposer or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the contract awarded under this RFQ.

#### **14. 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.

#### **15. News Releases / Publicity**

News releases, publicity releases, or advertisements relating to this RFQ or resulting contract or work authorizations shall not be made without prior City approval.

#### **16. 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.

#### **17. Joint Ventures and Partnerships**

Joint Ventures and partnerships shall not be accepted by the City as either prime Proposers or sub-consultants or sub-contractors for purposes of contract award under this RFQ.

#### **18. Public Entity Crimes Act.**

Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. 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.

#### **19. Applicable Laws; Procurement Code**

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ. 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.

#### **20. 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.

#### **21. Disclosures and Disclaimers**

Any action taken by the City in response to Proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or its advisors.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the RFQ. All or any responses to this RFQ may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFQ (each such party being herein known as "Proposer"). The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

The information contained in this RFQ is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any other prior communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or

representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval. This RFQ is made subject to correction of errors, omissions, or withdrawal without notice.

The City, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. Any recipient of this RFQ 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 RFQ is at the sole risk and responsibility of Proposer or party submitting such Proposal.

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.

The City and Proposer will be bound only if and when a Proposal, as it may be modified, is approved 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.

Proposer 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 contract awarded under this RFQ, and may demand and obtain records and testimony from Proposer and its subcontractors and lower tier subcontractors. Proposer understands and agrees 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.



WEST PALM BEACH

**Professional/Managerial Support Supplemental Workforce**

**RFQ 17-18-405**

**PROPOSER INFORMATION PAGE**

**(This page must be completed and returned with your response.)**

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

Authorized Signature: \_\_\_\_\_  
Signature Print Name

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

Physical Address: \_\_\_\_\_  
Street  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_  
This is a requirement for every Vendor/Proposer.

**Please supply contact person for questions or concerns**

Name: \_\_\_\_\_  
Please print name and title

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



**REPRESENTATIONS and DISCLOSURES**

RFQ No. 17-18-405

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

I am an officer of the Proposer firm, named below, submitting its qualifications under a RFQ 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 RFQ 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. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
- 3. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services and any parties to this solicitation or any third parties. Proposer has no interest with any commissioner, officer, director, employee or agent of the City.
- 4. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and it is in all respects fair and made in good faith without collusion or fraud.
- 5. Proposer has not filed for bankruptcy in the past five (5) years.
- 6. Neither Proposer nor any of Proposer's principals have been indicted for or convicted of a felony or fraud.
- 7. 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 projects and are not listed on the Florida convicted vendor list.
- 8. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
- 9. Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses

payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract.

10. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

11. 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: \_\_\_\_\_

AFFIRMED AND SIGNED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

\_\_\_\_\_ (Proposer firm),

who is personally known to me or produced

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

Notary Public \_\_\_\_\_

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

Commission \_\_\_\_\_

No.

Notary Stamp:

*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.*





WEST PALM BEACH

## DRUG FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

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

\_\_\_\_\_  
Date



# Equal Benefits Certification

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

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

**Check only one box below:**

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

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

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

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

I, \_\_\_\_\_, \_\_\_\_\_  
(Print Name of Authorized Officer) (Title)

of \_\_\_\_\_  
(Name of Firm)

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

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

STATE OF \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as an act of \_\_\_\_\_ (*firm*), who is personally known to me or produced the following identification: \_\_\_\_\_.

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

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

Commission No. \_\_\_\_\_

## **EXHIBIT B**

Hourly bill rates shall be negotiated by the parties on a case-by-case basis and confirmed in writing. Provider may increase its rates provided under the Agreement to reflect increases in costs associated with higher taxes, including State Unemployment Taxes. Provider will provide written notice of the increase in its rates. Any increase in rates will be prospective, starting as of the effective date Provider specifies.