



WEST PALM BEACH

City Attorney

MEMO

To: Keith A. James, Mayor
From: Samuel A. Thomas, Sr. Asst. City Attorney *SAT*
Date: ~~January~~ ^{February} 3, 2021
Matter No: 26615
Dept: 700 Recreation
Re: Green Earth Powerwashing; Pressure Washing Svcs.

RECEIVED
 CITY OF WEST PALM BEACH
 MAYOR'S OFFICE
 FEB 04 2021
 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.

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

Procurement Code.

If authorized by the Procurement Code, the procurement method is:

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Small Purchase | <input type="checkbox"/> Quotes | <input type="checkbox"/> Single Source |
| <input checked="" type="checkbox"/> Competitive Solicitation | <input type="checkbox"/> Cooperative | <input type="checkbox"/> Sole Source |
| <input type="checkbox"/> Emergency Procurement | <input type="checkbox"/> Piggyback | <input type="checkbox"/> _____ |

Procurement No. RFQ 19-20-Q304

Contract/ CO/ WO Amount: As Needed Basis Est. Expiration Date: March 2024

Applicable EEO Program: MWBE _____% commitment Living Wage
Sheltered Small Business 100% commitment Local Workforce

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: April 2029 (Non-construction: 5 years from expiration)
 (Construction related: 10 years from est. final payment)

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Rudy Galindo, Parks and Recreation

To: Department

Please forward the fully-signed original contract to the vendor/contractor. Request W-9 if not provided.

fdo

RECEIVED

FEB 05 2021

MASTER SERVICES AGREEMENT
[Pressure Cleaning]

Contract No. 26615

Provider Name. Green Earth Powerwashing, LLC.
Provider Address: 4455 Saturn Avenue
West Palm Beach, FL 33406-4026

Email: KGB@GRENEARTHPOWERWASH.COM
Telephone: 561-718-9851
FEI/EIN # 90-0540258

Services: The Services shall include providing commercial grade high pressure washing services, upon request from the City as more particularly described in the Scope of Services attached and incorporated herein as **Exhibit A** and the RFQ attached and incorporated herein as **Exhibit D**.

City Procurement RFQ No. 19-20-Q304

Special Terms:

1. Damage. The Provider shall perform the required services, at each location, as requested and approved by the City, without causing damages to any part of the building, fixture or appurtenances of each facility. The Provider shall be liable for any and all damages to any facility, building, fixture, or appurtenance caused by the Provider during the performance of any services under the awarded contract.

The Provider shall be required to protect any and all access control, electrical equipment, fire protection equipment, lightning protection systems, or any other fixtures and appurtenances from damage by securely covering and/or water proofing during pressure washing activities.

The Provider shall immediately notify the appropriate City's authorized representative(s) of any damages caused during the course of the work. Failure by the Provider to immediately notify the appropriate City Staff of any damages to City property, caused by the Provider, shall be grounds for immediate termination of the contract.

Any and all damages to City facilities, buildings, equipment, fixtures or appurtenances, caused by the Provider, shall be the responsibility of the Provider to correct, or to compensate the City for any costs incurred for the correction of any damages caused by the Provider. Corrections made by the Provider, shall be approved in advance by the City.

2. Water. The City water source at each facility may be utilized by the Provider to perform the required services. If the Provider determines the water source is inadequate for the needs of the work, the Provider shall supply the water needed to complete the work.

3. Provider's Responsibilities.

The Provider shall report arrival time and departure time to the authorized City Representative at each location.

The Provider shall perform work only after receiving a Mayor signed Work Order and Purchase Order (PO) requesting the service.

The Providers shall perform all work during normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the authorized City Representative.

4. Method of Ordering Work.

Work Orders: Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Provider will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit E**.

Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order. The City does not guarantee any minimum amount of work, or the extent of the services required.

Fee; Unit Prices: The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in Provider's quote is attached as **Exhibit B** and Provider's Bid is attached as **Exhibit C**. Terms of the quote not addressed in this Agreement are not made part of this Agreement. In the event of a conflict, this Agreement controls.

Equipment /Systems Involved: Provider shall provide commercial grade high pressure washing equipment capable of producing water at a temperature of 200+ degrees Fahrenheit. Provider shall provide any and all equipment and apparatus required to perform the required services in a safe manner, including operating at heights. Provider shall have any and all safety equipment, as required by OSHA to perform any and all services provided herein, including, but not limited to ladders, scaffolding, man-lifts, rigging, ropes, chairs, and harnesses.

Small Business Goal: The City has sheltered this contract for City-Certified Small Businesses only.

Accounts Payable Information: If "Remit To" address differs from Provider address above, provide

Remit To Address: _____

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, the Provider and City agree as follows:

1. Services. City will issue Work Orders for Services under this Master Agreement. Provider shall provide all equipment, materials and labor necessary to provide the services described above, and in more detail in each Work Order (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames established in each Work Order.

2. Fee. The City shall pay Provider, for Services completed satisfactorily, the Fee indicated on each Work Order, based on the unit prices under this Agreement (the "Fee"). The 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. The Fee established in each duly executed Work Order shall be the only basis for payment to Provider by the City.

3. Invoices. Invoices must identify the Work Order number and the Contract Number. For fastest processing, invoices should all be emailed to: **wpbap@wpb.org**

Alternatively, mailed to: **City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.**

Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

Invoices shall show the actual hours worked, person performing services, the Service performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

Invoices received from Provider pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if services have been rendered in conformity with the Agreement.

4. Payment. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

In order for both parties to close their books and records, Provider shall submit its final invoice no later than four (4) months after completion of all Services under this Agreement. Provider shall clearly indicate "Final Invoice" on its final invoice. Such indication shall certify to the City that all Services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the City.

Payment of invoices will be made to Provider via electronic automated clearing house, based on account information provided by Consultant on the Vendor ACH Enrollment Form provided with this Agreement.

5. Term. This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for an additional two (2) year period provided a written Amendment to this Agreement is executed by the parties. The term extension is optional for the parties and nothing in this Agreement gives Provider a right to any term extension.

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 and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to 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 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.

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 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 under this Agreement. Any reuse of Provider'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-Providers.

12 Insurance. 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, 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" 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. 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 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 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 arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence 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 or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider 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 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 and Work Order and/or 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 satisfactorily 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, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

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.

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.

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 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 it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to 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 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. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

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 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 recovery of all monies paid hereto, 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 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

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

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 supersede 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.

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. Digital Signature. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendments or modifications to it, by digital signature, in accordance with Ch. 668, Fla. Stat.

[SIGNATURES ON NEXT PAGE]

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

PROVIDER
GREEN EARTH POWERWASHING, LLC

By: *K. Bales*
Print Name: *Kenneth Bales*
Title: *President*

CITY OF WEST PALM BEACH

By: *Keith A. James*
Keith A. James, Mayor

Attest: *[Signature]*
Deputy City Clerk

Date: *02/05/2021*

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: *Samuel A. Morris*

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide, as needed, commercial grade high pressure washing services, upon request from the City. Services may consist of horizontal and/or vertical washing, and may include, but shall not be limited to buildings, sidewalks, parks and parking areas. Surface materials generally may include, but not be limited to, concrete, masonry, brick, wood, metal, glass, and aluminum. All surface areas will be pretreated with a 100% biodegradable degreaser to remove all surface grease. The surface will then be pressure washed using 200+ degree hot water.

Pressure washing shall remove all foreign material to include, but shall not be limited to, bugs, bug droppings and debris, bird droppings and debris, spider webs, mold, mildew, grease, adhesive, sand, dirt, and any other debris that sticks to the areas specified for washing. Brush cleaning and low pressure cleaning shall be used for roofs and other areas when necessary.

The City water source at each facility may be utilized by the Contractor to perform the required services. If the Contractor determines the water source is inadequate for the needs of the work, the Contractor shall supply the water needed to complete the work.

Buildings/Structures – Pressure washing may include, but shall not be limited to, walls, doors, windows, roofs, soffits, fascia, awnings, gutters, and trim. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear, streak free finish. Sidewalks within ten feet (10') of the building and entrance pads shall also be included in pricing for buildings.

Park Restrooms - pressure washing may include, but shall not be limited to, interiors and exterior walls, floors, concrete pad in front of restrooms. All surface areas will be pretreated with a de-greasing agent to remove all mold/mildew, dirt, grime and food stains from the surfaces. The surface will then be pressure washed using 200+ degree hot water.

Park Sidewalks/ Pavers – Shall include all areas of sidewalk/pavers and park bridges (if applicable). Clean all concrete and paver surfaces including stairs, planter ledges, and vertical surfaces of the planters, as applicable, using appropriate environmentally friendly cleaners. All surface areas will be pretreated with a 100% biodegradable degreaser to remove all surface grease. The surface will then be pressure washed using 200+ degree hot water. All chewing gums shall be removed from the sidewalks/paver surface.

Parking Areas – When pressure washing the interior of parking garages and garage bay floors, the Contractor shall wash all concrete floors and remove grease and oil using appropriate, environmentally friendly cleaners. When pressure washing exterior parking lots, Contractor shall wash all specified areas of asphalt and curbing using appropriate environmentally friendly cleaners.

Equipment

Contractor shall provide any and all equipment and apparatus required to perform the required services in a safe manner, including operating at heights. Contractor shall have any and all safety equipment, as required by OSHA to perform any and all services provided herein, including, but not limited to ladders, scaffolding, man-lifts, rigging, ropes, chairs, and harnesses.

MSDS/Chemicals

Contractor must provide a list of all chemicals to be used at any specified location for City Approval, and shall provide MSDS (Material Safety and Data Sheets) for cleaning chemicals used. The list of chemicals and the Material Safety and Data Sheets must be kept up to date by the Contractor. The Contractor shall

be required to properly dispose of any and all chemical containers, and residual contained chemicals. No chemicals of any kind shall be disposed of at or on City property. No chemicals shall be stored overnight on City property without prior approval by the City.

Green Cleaning Program

Contractors are encouraged to adopt and perform green cleaning operation standards such as ISSA Cleaning Industry Management Standard (CIMS) requirements, etc.

END

Exhibit B1

CITY OF WEST PALM BEACH
Procurement Division
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 Main: 561-822-2100
 TTY: 800-955-8771



REQUEST FOR QUOTE

Pressure Washing Services (Shelter for City-Certified Small Businesses only)

QUOTATION NO: RFQ No. 19-20-Q304	DUE DATE: 8/18/2020	TIME: 5:00 p.m.
CONTACT PERSON: Monica Keel	PHONE: 561-494-1055	Email: mkeel@wpb.org

Fee Schedule (Revised 8/10/2020)

Bidder must become familiar with requirement of the work, and having carefully examined the Quote documents and Specification listed above for as needed **Pressure Washing Services** to furnish all materials, labor and equipment, supervision and all other requirement necessary to complete the services. Any and all fees, charges, and costs associated with performing the required services must be included in the unit price submitted below. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the unit price submitted below.

ITEM	DESCRIPTION	Unit PRICE
1	Single Story Building/Structure (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot: .12
	Multi-Story Building/Structure (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot: .15
2	Equipment This unit price shall include but not limited to: mobilization, lifts, scaffolding, extension ladders, safety equipment, etc. to complete the services.	Price per Day: 625.00 Price per Week: 1500.00
3	Horizontal Surfaces This unit price shall be for sidewalks/pavers, parking lots, and any other horizontal area requested by the City.	Price per Square foot: .10
4	Contractor Supplied 200+ Degree Hot Water	Price per Gallon:
5	Paver Sealer (optional Quote item) Tented application with airless spread to restore color and apply xylene base sealer with air pread gun for two (2) coats per City authorize and color approval.	Price per Square foot: N/A

Bidder must provide proof of insurance requirement listed in the page 3 of this Quote document in order to be qualified to submit quote. Attached copy of Insurance certification es

Exhibit "C"

CITY OF WEST PALM BEACH
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Main: 561-822-2100
TTY: 800-955-8771



WEST PALM BEACH

REQUEST FOR QUOTE

CITY'S RESPONSIBILITIES

- The City shall provide clear access to the work area.
- The City Shall request work order on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

- The successful Contractors shall report arrival time and departure time to the authorized City Representative at each location.
- The successful Contractors shall perform work only after receiving a Mayor signed Work Order and Purchase Order (PO) requesting the service.
- The successful Contractors shall perform all work during normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the authorized City Representative.

Sheltered Market

Sheltered Market

This solicitation is reserved for Small Business Enterprises.

Only firms currently certified by the City as a Small Business Enterprise (SBE) or those firms that obtain SBE certification prior to the solicitation due date will be eligible for award of this contract.

It is the vendor's responsibility to ensure it is compliant with these requirements and deadlines by contacting the Procurement Department - Small Business Program to verify the firm's current SBE status or to obtain the applicable SBE certification.

Small Business Participation

The City's Small Business Program is set forth in Chapter 66, Article IX.- Small Business Program of the City Code, and is incorporated into this ITB by this reference. Terms in this subsection shall have the meanings established in the Code.

The City has sheltered this solicitation for City-Certified Small Businesses only.

Insurance Requirement

The awarded Contractor shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Contractor. The policy shall be effective throughout the period that the Contractor is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

A. Commercial General Liability: The minimum amount of coverage shall be \$1,000,000 per occurrence with an aggregate of no less than \$2,000,000, with bodily injury limits, which may not be subject to a self-insured

retention or deductible exceeding \$25,000.

B. 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.

C. Worker's Compensation Insurance: Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates within 10 days after Letter of Intent to Award is issued indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

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. The Contractor shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

Method of Ordering Work

Work Orders. The City shall issue a **Work Order** for the performance of all services. Each **Work Order** require a detailed scope of work, specific completion dates or schedules, the "not to exceed" price, or other special terms deemed necessary for the task. Such Work Orders will be in a form similar to the Work Order sample included in this Quote as **Exhibit A**. All terms and conditions of the Contract Documents will be applicable to each Work Order. Upon completion of each Work Order task, the Contractor will submit an individual invoice for each Work Order along with a copy of the related Work Order, and all other forms required by the Contract Documents.

- The City does not guarantee any minimum amount of work, or the extent of the services required.



CITY OF WEST PALM BEACH
Procurement Division
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
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REQUEST FOR QUOTE

Pressure Washing Services (Shelter for City-Certified Small Businesses only)

QUOTATION NO: RFQ No. 19-20-Q304	DUE DATE: 8/18/2020	TIME: 5:00 p.m.
CONTACT PERSON: Monica Keel	PHONE: 561-494-1055	Email: mkeel@wpb.org

Fee Schedule (Revised 8/10/2020)

Bidder must become familiar with requirement of the work, and having carefully examined the Quote documents and Specification listed above for as needed **Pressure Washing Services** to furnish all materials, labor and equipment, supervision and all other requirement necessary to complete the services. Any and all fees, charges, and costs associated with performing the required services must be included in the unit price submitted below. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the unit price submitted below.

ITEM	DESCRIPTION	Unit PRICE
1	Single Story Building/Structure (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot: .12
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3	Horizontal Surfaces This unit price shall be for sidewalks/pavers, parking lots, and any other horizontal area requested by the City.	Price per Square foot: .10
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5	Paver Sealer (optional Quote item) Tented application with airless spread to restore color and apply xylene base sealer with air pread gun for two (2) coats per City authorize and color approval.	Price per Square foot: N/A

Bidder must provide proof of insurance requirement listed in the page 3 of this Quote document in order to be qualified to submit quote. Attached copy of insurance certification es

Pressure Washing Services
(Shelter for City-Certified Small Businesses only)

Company Name: Green Earth Powerwashing
Authorized Signature:  Title: President
Print Name: Kenneth Bolsch Phone: 561-653-8010
Direct Phone: 561-573-9092 E-mail: kgb@greeneearthpowerwash.com
Address: 4455 Saturn Ave.
City: West Palm Beach State: FL

Failure to sign this solicitation by an authorized representative shall render this quote non-responsive. The city may, in its sole discretion, accept any bid that includes an executed document which unequivocally binds the bidder to the terms of its offer.

Quote Submittal Deadline: August 18, 2020 by 5:00 P.M. to email: mkeel@wpb.org

Failure to sign this solicitation by an authorized representative shall render this quote non-responsive. The city may, in its sole discretion, accept any bid that includes an executed document which unequivocally binds the bidder to the terms of its offer.

Quote Submittal Deadline: August 18, 2020 by 5:00 P.M. to email: mkeel@wpb.org

QUOTE SUBMISSION:

All quotes must be submitted on the Request for Quote Form provided. Quotes submitted on the contractor quotation forms will not be accepted.

Quotes shall be submitted by email to:

Monica Keel
Email: mkeel@wpb.org

A confirmation of receiving your quote will be sent out once the quote has been received.

CONTRACTOR RESPONSIBILITY

Each contractor is required, before submitting their quote, to carefully examine the specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this quotation.

CONTRACTOR PRICING

Contractor warrants by virtue of quoting that prices shall remain firm for the completion of this project. **Quotes having erasures or corrections must be initialed in ink by the Contractor.**

Contractor may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the bid evaluation purposes unless otherwise specified in special conditions. Contractor should reflect any discounts to be considered in the unit prices bid.

PRICE/ACCEPTANCE/PERFORMANCE

Time is of the essence and the completion time specified in the contract or work order must be adhered to. Should the Contractor, fail to complete the services on or before the specified time, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere.

If the Contractor shall be delayed in the performance of services by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the period herein specified for delivery shall be extended by such time as shall be approved by the Procurement Official.

FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

GENERAL TERMS AND CONDITIONS

Note: The terms and conditions of the final Agreement, and the services to be provided shall include, but not be limited to, those described or specified herein. The services and terms described or specified shall not be deemed to constitute a comprehensive list of the terms and conditions, having the effect of excluding terms not specifically mentioned. The final Agreement may have additional terms and conditions not included herein. The Agreement and all modifications thereto shall be in writing and executed by both parties.

1. RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Bidder will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission. At all times during the term of the contract, the selected Bidder shall act as an independent contractor and at no time shall the selected Bidder be considered an agent or partner of the City. The selected Bidder shall obtain and pay for all permits, licenses, Federal, state and local taxes chargeable to its operation.

2. LOBBYING PROHIBITED

As to any matter relating to this Quote, any Bidders, team member, or anyone representing a Bidder are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Selection Committee, City representative or City's Contractor, or any other person working on behalf of the City on any matter related to or involved with this Quote. For purposes of clarification, a team's representatives shall include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential subcontractor or contractor of the Bidder and the Bidder's team. All oral or written inquiries are to be directed to the Procurement Director. Any violation of this condition will be **grounded for disqualification**. Contact with the Procurement Department shall be for clarification purposes only.

The "No-Lobbying" condition is in effect from the date of publication of this Quote and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

3. ETHICS REQUIREMENTS

All Bidders 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 Contractor may employ, directly or indirectly, the Mayor, any member of the City Commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receiving a substantial 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 city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

- a. Contractors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in this solicitation.
- c. The obligations of the City of West Palm Beach under this solicitation or subsequent contract are

subject to the availability of funds lawfully appropriated for these purposes.

This Request for Quotation shall be included and incorporated in the final contract. The order of contractual precedence will be the contract, the work order, the purchase order, this solicitation and the response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

5. SELECTION OF CONTRACTOR WITH WHOM TO CONTRACT

As per the Procurement Ordinance No. 3776-04, the selection of a contractor with whom to contract shall be based on the "best value to the City" using the following criteria:

- a. Proposed articles in relation to requirements and specifications
- b. Capacity to perform in terms of facilities, accessibility, personnel and financial viability,
- c. Amount of the bid in relation to the needed goods, services or construction,
- d. Past performance,
- e. Skill and experience, and
- f. The content of the bid

6. RIGHT TO TERMINATE

The contract will be subject to immediate cancellation if either product or service fails to meet the requirement of the contract or this Request for Quotes or fails to meet the City's department performance standards. In the event the successful contractor violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such contractor of its intention to terminate the contract. Termination may be with or without cause or for the City's convenience. The liability of the contractor for any and all such violation(s) shall not be affected by any such termination and contractor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

7. REJECTION OF QUOTES

The Procurement Official reserves the right to reject any or all quotes, in whole or in part, and to waive any informality in any quote. Additionally, quotes may be considered irregular and may be rejected if the proposal:

- 1) does not strictly conform to the requirements of the quotation;
- 2) shows omissions;
- 3) quote form is altered;
- 4) additions are added which were not called for;
- 5) conditional terms by bidder;
- 6) unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values;
- 7) abandonment of the project;
- 8) quotes are over the approved budget for the project.

8. ACCEPTANCE/REJECTION

The City of West Palm Beach reserves the right to accept or to reject any or all quotes and make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of West Palm Beach also reserves the right to reject the quote of any contractor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

9. QUESTIONS/CLARIFICATIONS/ADDENDUM

No interpretation or changes to the meaning of the Request for Quotation will be made to any Bidder orally, except by written addendum. Questions/clarifications regarding the Request for Quotation must be submitted in writing by Email: mkeel@wpb.org

All questions that change the scope of work or alter the contents of the Request for Quote will be answered by an addendum. Addendums will form an integral part of the Request for Quote and shall modify and become part of the quotation documents. Bidders shall sign and return any addendum issued with their quote submission.

10. FLORIDA PROMPT PAYMENT ACT

The City of West Palm Beach abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

11. NON-COLLUSION

Contractor certifies that their quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

12. PROTEST PROCEDURE

Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Code of Ordinances, Ordinance No. 4292.10. 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 Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

13. PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods or services to a public entity, and may not be awarded or perform work as a contractor or Awarded Contractor under a contract with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a quote, the Bidder represents that it has not been placed on the convicted vendor list within 26 months of the date of its quote.

14. INDEMNITY

Bidder agrees to indemnify, defend, save and hold harmless the City of West Palm Beach, its commissioners, officers, employees and agents from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from the City, its commissioners, officials, employees or agents, arising out of or incidental to or in any way connected with Bidder's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Bidder in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Bidder's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Bidder. This indemnification includes, but is not limited to, the performance of this Agreement by Bidder or any act or omission of Bidder r, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Bidder agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Auditor under this indemnification provision. To the extent considered necessary by the City, any sums due from Bidder under this

Agreement may be retained by the City until all of the 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 Bidder to indemnify the City for the City's own negligence, or intentional acts of the City, or its officers or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City and shall not be a waiver of the City's sovereign immunity and protections provided under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

15. CITY AS GATEKEEPER OF DOCUMENTS

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

16. NEWS RELEASES / PUBLICITY

News releases, publicity releases, or advertisements relating to the franchise shall not be made without prior City approval.

17. 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 Quote will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Companies must claim the applicable exemptions to disclosure provided by law in their response to the Quote 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 Quote will be honored unless a specific exemption from the public records law exists and it is cited in the response to the Quote. If a Bidder believes any of the information contained in its Quote is exempt from the public records law, Bidder 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.

18. NON-DISCRIMINATION

Bidder shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.

19. 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 Quote shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

20. TERMINATION BY CITY FOR CONVENIENCE

The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract.

21. 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 selected Bidder and its subcontractors and lower tier subcontractors. Selected Bidder shall agree that in addition to all other remedies and consequences provided by law, the failure of Contractor 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.

22. 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.

23. CONVICTED VENDOR LIST

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

24. DISCRIMINATORY VENDOR LIST

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

25. SCRUTINIZED COMPANIES LIST

Scrutinized Companies List in accordance with Fla. Stat. Sec. 287.135, any company, principals, or owners on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, or that is engaged in a boycott of Israel, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services, of any amount, to a government agency, unless otherwise provided by law. Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than One Million Dollars (\$1,000,000), unless otherwise provided by law. Therefore, if applicable, each Bidder submitting a Proposal must certify that it is not on any such list at the time of submitting its Proposal.

Exhibit "D"



CITY OF WEST PALM BEACH
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Main: 561-822-2100
TTY: 800-955-8771

REQUEST FOR QUOTE

Pressure Washing Services (Shelter for City-Certified Small Businesses only) Revision 8/10/2020

QUOTATION NO: RFQ No. 19-20-Q304	DUE DATE: 8/18/2020	TIME: 5:00 p.m.
CONTACT PERSON: Monica Keel	PHONE: 561-494-1055	Email: mkeel@wpb.org

Introduction

The City of West Palm Beach (City) is soliciting Quotes from responsible and qualified commercial pressure washing contractors to provide pressure washing services on an as needed basis for a period of three (3) years. The contract may be extended for an additional two (2) year period.

The sole purpose and intent of this Quote is to secure firm, fixed unit pricing and establish a term contract for various City facilities on an as needed basis.

The City has sheltered this Quote for City-Certified Small Businesses only.

The Contractors selected under this procurement may be awarded separate contracts with the City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board (ECR) and/or the West Palm Beach Community Redevelopment Agency (CRA) under the terms and conditions of this solicitation.

Scope of Services

Contractor shall provide as needed commercial grade high pressure washing services, upon request from the City. Services may consist of horizontal and/or vertical washing, and may include, but shall not be limited to buildings, sidewalks, parks and parking areas. Surface materials generally may include, but not be limited to concrete, masonry, brick, wood, metal, glass, and aluminum. All surface areas will be pretreated with a 100% biodegradable degreaser to remove all surface grease. The surface will then be pressure washed using 200+ degree hot water.

Pressure washing shall remove all foreign material to include, but shall not be limited to: bugs, bug droppings and debris, bird droppings and debris, spider webs, mold, mildew, grease, adhesive, sand, dirt, and any other debris that sticks to the areas specified for washing. Brush cleaning and low pressure cleaning shall be used for roofs and other areas when necessary.

The City water source at each facility may be utilized by the Contractor to perform the required services. If the Contractor determines the water source is inadequate for the needs of the work, the Contractor shall supply the water needed to complete the work.

Buildings/Structures – Pressure washing may include, but shall not be limited to walls, doors, windows, roofs, soffits, fascia, awnings, gutters, and trim. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear, streak free finish. Sidewalks within ten feet (10') of the building and entrance pads shall also be included in pricing for buildings.

Park Restrooms - pressure washing may include, but shall not be limited to interiors and exterior walls, floors, concrete pad in front of restrooms. All surface areas will be pretreated with a de-greasing agent to remove all mold/mildew, dirt, grime and food stains from the surfaces. The surface will then be pressure washed using 200+ degree hot water.

Park Sidewalks/ Pavers – Shall include all areas of sidewalk/pavers and park bridges (if applicable). Clean all concrete and paver surfaces including stairs, planter ledges, and vertical surfaces of the planters, as applicable, using appropriate environmentally friendly cleaners. All surface areas will be pretreated with a 100% biodegradable degreaser to remove all surface grease. The surface will then be pressure washed using 200+ degree hot water. All chewing gums shall be removed from the sidewalks/paver surface.

Parking Areas – When pressure washing the interior of parking garages and garage bay floors, the Contractor shall wash all concrete floors and remove grease and oil using appropriate, environmentally friendly cleaners. When pressure washing exterior parking lots, Contractor shall wash all specified areas of asphalt and curbing using appropriate environmentally friendly cleaners.

Equipment

Contractor shall provide any and all equipment and apparatus required to perform the required services in a safe manner, including operating at heights. Contractor shall have any and all safety equipment, as required by OSHA to perform any and all services provided herein, including, but not limited to ladders, scaffolding, man-lifts, rigging, ropes, chairs, and harnesses.

Damages

The Contractor shall perform the required services, at each location, as requested and approved by the City, without causing damages to any part of the building, fixture or appurtenances of each facility. The Contractor shall be liable for any and all damages to any facility, building, fixture, or appurtenance caused by the Contractor during the performance of any services under the awarded contract.

The Contractor shall be required to protect any and all access control, electrical equipment, fire protection equipment, lightning protection systems, or any other fixtures and appurtenances from damage by securely covering and/or water proofing during pressure washing activities.

The Contractor shall immediately notify the appropriate City's authorized representative(s) of any damages caused during the course of the work. Failure by the Contractor to immediately notify the appropriate City Staff of any damages to City property, caused by the Contractor, shall be grounds for immediate termination of the contract.

Any and all damages to City facilities, buildings, equipment, fixtures or appurtenances, caused by the Contractor, shall be the responsibility of the Contractor to correct, or to compensate the City for any costs incurred for the correction of any damages caused by the Contractor. Corrections made by the Contractor, shall be approved in advance by the City.

MSDS/Chemicals

Contractor must provide a list of all chemicals to be used at any specified location for City Approval, and shall provide MSDS (Material Safety and Data Sheets) for cleaning chemicals used. The list of chemicals and the Material Safety and Data Sheets must be kept up to date by the Contractor. The Contractor shall be required to properly dispose of any and all chemical containers, and residual contained chemicals. No chemicals of any kind shall be disposed of at or on City property. No chemicals shall be stored overnight on City property without prior approval by the City.

Green Cleaning Program

Contractors are encouraged to adopt and perform green cleaning operation standards such as ISSA Cleaning Industry Management Standard (CIMS) requirements, etc.

Responsibilities



REQUEST FOR QUOTE

CITY'S RESPONSIBILITIES

- The City shall provide clear access to the work area.
- The City Shall request work order on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

- The successful Contractors shall report arrival time and departure time to the authorized City Representative at each location.
- The successful Contractors shall perform work only after receiving a Mayor signed Work Order and Purchase Order (PO) requesting the service.
- The successful Contractors shall perform all work during normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the authorized City Representative.

Sheltered Market

Sheltered Market

This solicitation is reserved for Small Business Enterprises.

Only firms currently certified by the City as a Small Business Enterprise (SBE) or those firms that obtain SBE certification prior to the solicitation due date will be eligible for award of this contract.

It is the vendor's responsibility to ensure it is compliant with these requirements and deadlines by contacting the Procurement Department - Small Business Program to verify the firm's current SBE status or to obtain the applicable SBE certification.

Small Business Participation

The City's Small Business Program is set forth in Chapter 66, Article IX.- Small Business Program of the City Code, and is incorporated into this ITB by this reference. Terms in this subsection shall have the meanings established in the Code.

The City has sheltered this solicitation for City-Certified Small Businesses only.

Insurance Requirement

The awarded Contractor shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Contractor. The policy shall be effective throughout the period that the Contractor is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

A. Commercial General Liability: The minimum amount of coverage shall be \$1,000,000 per occurrence with an aggregate of no less than \$2,000,000, with bodily injury limits, which may not be subject to a self-insured

retention or deductible exceeding \$25,000.

B. 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.

C. Worker's Compensation Insurance: Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates within 10 days after Letter of Intent to Award is issued indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

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. The Contractor shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

Method of Ordering Work

Work Orders. The City shall issue a **Work Order** for the performance of all services. Each **Work Order** require a detailed scope of work, specific completion dates or schedules, the "not to exceed" price, or other special terms deemed necessary for the task. Such Work Orders will be in a form similar to the Work Order sample included in this Quote as **Exhibit A**. All terms and conditions of the Contract Documents will be applicable to each Work Order. Upon completion of each Work Order task, the Contractor will submit an individual invoice for each Work Order along with a copy of the related Work Order, and all other forms required by the Contract Documents.

- The City does not guarantee any minimum amount of work, or the extent of the services required.



CITY OF WEST PALM BEACH
Procurement Division
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 Main: 561-822-2100
 TTY: 800-955-8771

REQUEST FOR QUOTE

Pressure Washing Services (Shelter for City-Certified Small Businesses only)

QUOTATION NO: RFQ No. 19-20-Q304	DUE DATE: 8/18/2020	TIME: 5:00 p.m.
CONTACT PERSON: Monica Keel	PHONE: 561-494-1055	Email: mkeel@wpb.org

Fee Schedule (Revised 8/10/2020)

Bidder must become familiar with requirement of the work, and having carefully examined the Quote documents and Specification listed above for as needed **Pressure Washing Services** to furnish all materials, labor and equipment, supervision and all other requirement necessary to complete the services. Any and all fees, charges, and costs associated with performing the required services must be included in the unit price submitted below. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the unit price submitted below.

ITEM	DESCRIPTION	Unit PRICE
1	Single Story Building/Structure (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot: .12
	Multi-Story Building/Structure (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot: .15
2	Equipment This unit price shall include but not limited to: mobilization, lifts, scaffolding, extension ladders, safety equipment, etc. to complete the services.	Price per Day: 625.00 Price per Week: 1500.00
3	Horizontal Surfaces This unit price shall be for sidewalks/pavers, parking lots, and any other horizontal area requested by the City.	Price per Square foot: .10
4	Contractor Supplied 200+ Degree Hot Water	Price per Gallon:
5	Paver Sealer (optional Quote item) Tented application with airless spread to restore color and apply xylene base sealer with air p read gun for two (2) coats per City authorize and color approval.	Price per Square foot: N/A

Bidder must provide proof of insurance requirement listed in the page 3 of this Quote document in order to be qualified to submit quote. Attached copy of insurance certification es

Pressure Washing Services
(Shelter for City-Certified Small Businesses only)

Company Name: Green Earth Powerwashing
Authorized Signature:  Title: President
Print Name: Kenneth Bolsch Phone: 561-653-8010
Direct Phone: 561-573-9092 E-mail: kgb@greeneearthpowerwash.com
Address: 4455 Saturn Ave.
City: West Palm Beach State: FL

Failure to sign this solicitation by an authorized representative shall render this quote non-responsive. The city may, in its sole discretion, accept any bid that includes an executed document which unequivocally binds the bidder to the terms of its offer.

Quote Submittal Deadline: August 18, 2020 by 5:00 P.M. to email: mkeel@wpb.org

Failure to sign this solicitation by an authorized representative shall render this quote non-responsive. The city may, in its sole discretion, accept any bid that includes an executed document which unequivocally binds the bidder to the terms of its offer.

Quote Submittal Deadline: August 18, 2020 by 5:00 P.M. to email: mkeel@wpb.org

QUOTE SUBMISSION:

All quotes must be submitted on the Request for Quote Form provided. Quotes submitted on the contractor quotation forms will not be accepted.

Quotes shall be submitted by email to:

Monica Keel
Email: mkeel@wpb.org

A confirmation of receiving your quote will be sent out once the quote has been received.

CONTRACTOR RESPONSIBILITY

Each contractor is required, before submitting their quote, to carefully examine the specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this quotation.

CONTRACTOR PRICING

Contractor warrants by virtue of quoting that prices shall remain firm for the completion of this project. **Quotes having erasures or corrections must be initialed in ink by the Contractor.**

Contractor may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the bid evaluation purposes unless otherwise specified in special conditions. Contractor should reflect any discounts to be considered in the unit prices bid.

PRICE/ACCEPTANCE/PERFORMANCE

Time is of the essence and the completion time specified in the contract or work order must be adhered to. Should the Contractor, fail to complete the services on or before the specified time, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere.

If the Contractor shall be delayed in the performance of services by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the period herein specified for delivery shall be extended by such time as shall be approved by the Procurement Official.

FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

GENERAL TERMS AND CONDITIONS

Note: The terms and conditions of the final Agreement, and the services to be provided shall include, but not be limited to, those described or specified herein. The services and terms described or specified shall not be deemed to constitute a comprehensive list of the terms and conditions, having the effect of excluding terms not specifically mentioned. The final Agreement may have additional terms and conditions not included herein. The Agreement and all modifications thereto shall be in writing and executed by both parties.

1. RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Bidder will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission. At all times during the term of the contract, the selected Bidder shall act as an independent contractor and at no time shall the selected Bidder be considered an agent or partner of the City. The selected Bidder shall obtain and pay for all permits, licenses, Federal, state and local taxes chargeable to its operation.

2. LOBBYING PROHIBITED

As to any matter relating to this Quote, any Bidders, team member, or anyone representing a Bidder are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Selection Committee, City representative or City's Contractor, or any other person working on behalf of the City on any matter related to or involved with this Quote. For purposes of clarification, a team's representatives shall include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential subcontractor or contractor of the Bidder and the Bidder's team. All oral or written inquiries are to be directed to the Procurement Director. Any violation of this condition will be **grounded for disqualification**. Contact with the Procurement Department shall be for clarification purposes only.

The "No-Lobbying" condition is in effect from the date of publication of this Quote and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

3. ETHICS REQUIREMENTS

All Bidders 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 Contractor may employ, directly or indirectly, the Mayor, any member of the City Commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receiving a substantial 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 city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

- a. Contractors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in this solicitation.
- c. The obligations of the City of West Palm Beach under this solicitation or subsequent contract are

subject to the availability of funds lawfully appropriated for these purposes.

This Request for Quotation shall be included and incorporated in the final contract. The order of contractual precedence will be the contract, the work order, the purchase order, this solicitation and the response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

5. SELECTION OF CONTRACTOR WITH WHOM TO CONTRACT

As per the Procurement Ordinance No. 3776-04, the selection of a contractor with whom to contract shall be based on the "best value to the City" using the following criteria:

- a. Proposed articles in relation to requirements and specifications
- b. Capacity to perform in terms of facilities, accessibility, personnel and financial viability,
- c. Amount of the bid in relation to the needed goods, services or construction,
- d. Past performance,
- e. Skill and experience, and
- f. The content of the bid

6. RIGHT TO TERMINATE

The contract will be subject to immediate cancellation if either product or service fails to meet the requirement of the contract or this Request for Quotes or fails to meet the City's department performance standards. In the event the successful contractor violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such contractor of its intention to terminate the contract. Termination may be with or without cause or for the City's convenience. The liability of the contractor for any and all such violation(s) shall not be affected by any such termination and contractor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

7. REJECTION OF QUOTES

The Procurement Official reserves the right to reject any or all quotes, in whole or in part, and to waive any informality in any quote. Additionally, quotes may be considered irregular and may be rejected if the proposal:

- 1) does not strictly conform to the requirements of the quotation;
- 2) shows omissions;
- 3) quote form is altered;
- 4) additions are added which were not called for;
- 5) conditional terms by bidder;
- 6) unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values;
- 7) abandonment of the project;
- 8) quotes are over the approved budget for the project.

8. ACCEPTANCE/REJECTION

The City of West Palm Beach reserves the right to accept or to reject any or all quotes and make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of West Palm Beach also reserves the right to reject the quote of any contractor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

9. QUESTIONS/CLARIFICATIONS/ADDENDUM

No interpretation or changes to the meaning of the Request for Quotation will be made to any Bidder orally, except by written addendum. Questions/clarifications regarding the Request for Quotation must be submitted in writing by Email: mkeel@wpb.org

All questions that change the scope of work or alter the contents of the Request for Quote will be answered by an addendum. Addendums will form an integral part of the Request for Quote and shall modify and become part of the quotation documents. Bidders shall sign and return any addendum issued with their quote submission.

10. FLORIDA PROMPT PAYMENT ACT

The City of West Palm Beach abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

11. NON-COLLUSION

Contractor certifies that their quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

12. PROTEST PROCEDURE

Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Code of Ordinances, Ordinance No. 4292.10. 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 Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

13. PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods or services to a public entity, and may not be awarded or perform work as a contractor or Awarded Contractor under a contract with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a quote, the Bidder represents that it has not been placed on the convicted vendor list within 26 months of the date of its quote.

14. INDEMNITY

Bidder agrees to indemnify, defend, save and hold harmless the City of West Palm Beach, its commissioners, officers, employees and agents from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from the City, its commissioners, officials, employees or agents, arising out of or incidental to or in any way connected with Bidder's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Bidder in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Bidder's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Bidder. This indemnification includes, but is not limited to, the performance of this Agreement by Bidder or any act or omission of Bidder, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Bidder agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Auditor under this indemnification provision. To the extent considered necessary by the City, any sums due from Bidder under this

Agreement may be retained by the City until all of the 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 Bidder to indemnify the City for the City's own negligence, or intentional acts of the City, or its officers or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City and shall not be a waiver of the City's sovereign immunity and protections provided under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

15. CITY AS GATEKEEPER OF DOCUMENTS

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

16. NEWS RELEASES / PUBLICITY

News releases, publicity releases, or advertisements relating to the franchise shall not be made without prior City approval.

17. 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 Quote will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Companies must claim the applicable exemptions to disclosure provided by law in their response to the Quote 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 Quote will be honored unless a specific exemption from the public records law exists and it is cited in the response to the Quote. If a Bidder believes any of the information contained in its Quote is exempt from the public records law, Bidder 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.

18. NON-DISCRIMINATION

Bidder shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.

19. 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 Quote shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

20. TERMINATION BY CITY FOR CONVENIENCE

The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract.

21. 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 selected Bidder and its subcontractors and lower tier subcontractors. Selected Bidder shall agree that in addition to all other remedies and consequences provided by law, the failure of Contractor 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.

22. 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.

23. CONVICTED VENDOR LIST

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

24. DISCRIMINATORY VENDOR LIST

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

25. SCRUTINIZED COMPANIES LIST

Scrutinized Companies List in accordance with Fla. Stat. Sec. 287.135, any company, principals, or owners on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, or that is engaged in a boycott of Israel, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services, of any amount, to a government agency, unless otherwise provided by law. Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than One Million Dollars (\$1,000,000), unless otherwise provided by law. Therefore, if applicable, each Bidder submitting a Proposal must certify that it is not on any such list at the time of submitting its Proposal.



City of West Palm Beach

WORK ORDER NO. _____

Exhibit E

Contract #: «matter_number»

Contractor: _____

Work Order Task Title: _____

1. **Task / Project:**

A detailed Scope of Work is attached as **Exhibit A**.

2. **Schedule**

The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** _____.

3. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$_____).

A detailed schedule of values is attached as **Exhibit** _____.

4. **Small Business**

The small business commitment for this Work Order is _____%.

5. **Insurance.**

Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference**

This Work Order shall be performed under the terms and conditions described within the master contract titled _____, dated _____ by and between the City of West Palm Beach and the Contractor named above.

Contractor : _____

CITY OF WEST PALM BEACH

By: _____

Keith A. James, Mayor

Print Name: _____

Date: _____

Title: _____

ATTEST: _____
City Clerk

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