



## REQUEST FOR QUOTE

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

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

#### 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.



## REQUEST FOR QUOTE

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

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

<b>Fee Schedule (Revised 8/10/2020)</b>		
<p>Bidder must become familiar with requirement of the work, and having carefully examined the Quote documents and Specification listed above for as needed <b>Pressure Washing Services</b> 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.</p>		
ITEM	DESCRIPTION	Unit PRICE
1	<b>Single Story Building/Structure</b> (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot:
2	<b>Multi-Story Building/Structure</b> (price include - Contractor Supplied 200+ Degree Hot Water)	Price per Square foot:
	<b>Equipment</b> This unit price shall include but not limited to: mobilization, lifts, scaffolding, extension ladders, safety equipment, etc. to complete the services.	Price per Day:  Price per Week:
3	<b>Horizontal Surfaces</b> This unit price shall be for sidewalks/pavers, parking lots, and any other horizontal area requested by the City.	Price per Square foot:
4	<del>Contractor Supplied 200+ Degee Hot Water</del>	<del>Price per Gallon:</del>
5	<b>Paver Sealer</b> (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:
<p><b>Bidder <u>must</u> 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 <input type="checkbox"/> Yes</b></p>		

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

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

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

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

Direct Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

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](mailto: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](mailto: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](mailto: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](mailto: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.

# Order Confirmation

<b><u>Ad Order Number</u></b> 0000586139	<b><u>Customer</u></b> WEST PALM BEACH PROCUREMENT, CITY OF	<b><u>Payor Customer</u></b> WEST PALM BEACH PROCUREMENT, CITY OF	<b><u>PO Number</u></b>
<b><u>Sales Rep.</u></b> teal.pontarelli	<b><u>Customer Account</u></b> 36453	<b><u>Payor Account</u></b> 36453	<b><u>Ordered By</u></b> Monica Keel
<b><u>Order Taker</u></b> teal.pontarelli	<b><u>Customer Address</u></b> 401 CLEMATIS ST WEST PALM BEACH FL 334015319 USA	<b><u>Payor Address</u></b> 401 CLEMATIS ST WEST PALM BEACH FL 334015319 USA	<b><u>Customer Fax</u></b>
<b><u>Order Source</u></b> Non Web	<b><u>Customer Phone</u></b> 5616598036	<b><u>Payor Phone</u></b> 5616598036	<b><u>Customer EMail</u></b> wpbap@wpb.org
			<b><u>Special Pricing</u></b>

**Invoice Text**

**Ad Order Notes**

<b><u>Net Amount</u></b>	<b><u>Tax Amount</u></b>	<b><u>Total Amount</u></b>	<b><u>Payment Amount</u></b>	<b><u>Amount Due</u></b>
\$72.24	\$0.00	\$72.24	\$0.00	\$72.24

<b><u>Ad Number</u></b> 0000586139-01	<b><u>Ad Type</u></b> Legal	<b><u>Production Method</u></b> AdBooker	<b><u>Production Notes</u></b>
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<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b> No	<b><u>Pick Up</u></b> 0000576014
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<b><u>Ad Size</u></b> 1 X 21 li	<b><u>Color</u></b>
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<b><u>Run Date</u></b>	<b><u>Product</u></b>	<b><u>Placement</u></b>	<b><u>Sched Cst</u></b>	<b><u>Disc/Prem</u></b>	<b><u>Color</u></b>	<b><u>Pickup</u></b>	<b><u>Tax</u></b>	<b><u>Subtotal</u></b>
07/29/2020	P-Palm Beach Post	Legals	\$72.24	\$0.00	\$0.00	\$0.00	\$0.00	\$72.24
07/29/2020 -	P-PBP Web	Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/11/2020								

**Ad Content**

Request for Quote: 19-20-Q304

Project: Pressure Washing Services (Shelter for City Certified Small Businesses Only)

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.

Bid documents can be acquired by email at [mkeel@wpb.org](mailto:mkeel@wpb.org)

Submittal Deadline: 8/11/2020 by 5 p.m.

Submittal To: Monica Keel via email  
[mkeel@wpb.org](mailto:mkeel@wpb.org)  
7-29/2020

0000586139-01