

MEMO



WEST PALM BEACH

City Attorney

To: Keith A. James, Mayor
From: Stacey R. Weinger, Sr. Asst. City Attorney *SRW*
Date: January 31, 2020
Matter No: 24597.001
Dept. 100 Mayor's Office
Re: Cornerstone; Park Bond; Educational Campaign; PRIORITY

RECEIVED
CITY OF WEST PALM BEACH
MAYOR'S OFFICE
FEB 03 2020

401 CLEMATIS STREET
WEST PALM BEACH FL 33401

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

To: Office of the City Clerk

RECEIVED

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

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

FEB 04 2020

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

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

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

Estimated Record Retention Review:

- April 2025
(5 years from estimated completion and final payment; service and general contracts)
- _____
(10 years from estimated completion and final payment for construction & CCNA contracts).

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

Monica Keel, Procurement



CITY'S ORIGINAL

**CONSULTING AGREEMENT
FOR EDUCATIONAL CAMPAIGN SERVICES TO
INFORM VOTERS ABOUT THE PARK BOND REFERENDUM**

Contract No. 24597.001
Procurement No. RFP 19-20-206

Consultant Name: Cornerstone Solutions Florida, LLC

Address: 9200 Belvedere Rd., Ste. 202
West Palm Beach, FL 33411

Telephone No. (561) 689-9787

FEI/EIN # 46-5565319

THIS CONTRACT is made and entered into by and between the **CONSULTANT** identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City").

WHEREAS, the City issued its Request for Proposals No. 19-20-206 (the "RFP") pursuant to federal, state and local law to solicit consultants to provide educational campaign services to inform voters about the upcoming referendum on the issuance of a bond to fund improvements to the City's Parks (the "Work" or "Services"); and

WHEREAS, the Consultant submitted its Proposal in response; and

WHEREAS, the City determined that the Consultant's Proposal represents the best value to City and wishes to contract with Consultant under the terms and conditions contained in the Request for Proposals;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the City and Consultant understand and agree as follows:

1. **Services.** Consultant hereby agrees to provide all equipment, materials and labor necessary to provide informational and educational campaign services related to the March 17, 2020 referendum on the issuance of a bond to fund improvements to the City's Parks. The Services shall include but not be limited to:

- Organize an informational campaign to include compiling voter lists, establishing communication methods, and other voter contact opportunities.
- Prepare and submit all of the needed documentation required by the Supervisor of Elections and the State of Florida for the ballot initiative.
- Handle all necessary financial reporting requirements for the campaign before and after election day.
- Develop neutral messaging that answers questions asked by the voters about the referendum.
- Execute voter outreach.

11/10/2019

PROCUREMENT
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- Attend necessary meetings with local stakeholders including neighborhood associations and civic organizations.
- Create a website with information about the referendum item.
- Develop print material, as needed, with educational messaging about the referendum.
- Send mailings to registered voters, if needed.
- Coordinate with the City's Communications Director and the Office of Community Engagement on outreach efforts.
- Coordinate with the Supervisor of Elections to identify the appropriate precincts of people able to vote in the City of West Palm Beach.
- Coordinate any other necessary activities required to create awareness and answer questions regarding the referendum.

The parties shall coordinate to identify specific tasks and deliverables for the Services. Consultant shall provide all Services in accordance with the terms, conditions and provisions of the RFP, attached as **Exhibit A**, and the Proposal, attached as **Exhibit B**. The RFP and Proposal are expressly incorporated into this Agreement by reference. Consultant 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.

1.1 **No Advocacy.** Consultant recognizes and agrees that the Services are funded with public dollars, and therefore, Consultants Services shall be limited to a strictly informational and educational campaign. In performing the Services, Consultant shall not advocate for the passage of the question.

1.2 **Non-Exclusive.** This Agreement is non-exclusive and the City reserves the right to contract with other parties for the Services provided herein.

2. **MWBE Commitment.** The City has established a Minority/Women Business Enterprise ("MWBE") Program, which is set forth in Chapter 66 of the City's Code of Ordinances. Consultant has made a commitment to include MWBE participation in the performance of its Services. Consultant shall comply with the MWBE commitment set forth in the Statement of MWBE Participation Form and the Letter of Intent attached to this Agreement as **Exhibit C**, and incorporated herein by reference.

3. **Fee.** In consideration of the satisfactory performance of the Services by Consultant as set forth in this Agreement, the City shall pay Consultant in accordance with the following budget:

	TOTAL FEE
Fact Sheets/ Brochure/ PowerPoint/T Shirts/Signs	\$7,000
Consulting / Management / Compliance Services	\$14,000
Grassroots Services / Community Outreach	\$5,000
Online / Digital / E-Communications	\$13,000
Radio / Phones / Mail	\$41,000
Totals	\$80,000

The Parties recognize and agree that the Fee set forth above for Consulting/Management/Compliance Services is a Flat Rate. The Parties recognize and agree that the Fees for each of the other Services outlined above represents the budgeted amount. Actual fees for each line item may be less than what is budgeted above. The Fee shall be the sole compensation paid to Consultant 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 Consultant. The total Fee paid under this Agreement shall not exceed \$80,000.

4. Invoices. Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Consultant shall provide W-9 with first invoice.

5. Payment. Payment of invoice(s) 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. All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. If Consultant fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

6. Election Compliance Warranty. Consultant warrants that all Services shall be performed in conformance with all applicable campaign regulations. In the event that Consultant's violates campaign regulations in the performance of the Services that cause the ballot initiative to not proceed, or result in the ballot initiative being found invalid, Consultant shall refund to the City 50% of the Fee for the Consulting/Management/Compliance Services. The refund shall be paid to the City within thirty (30) days of the City's demand therefore.

7. Term. Subject to the termination rights of the City as provided herein, this Contract shall commence upon full execution of this Agreement and continue until completion of the Services, anticipated to be March 31, 2020.

8. 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 Consultant. The City shall be the sole and final authority as to the availability of funds.

9. Property Rights and Data Ownership. All work product, including but not limited to, reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of 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. Consultant will not copyright any material or work product developed under this Agreement. Any reuse of Consultant's

prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

10. Compliance with Laws.

10.1 Compliance with Laws. Consultant shall comply with all applicable City, State and Federal laws relating to the scope of work under this Contract, now or hereafter in effect. It shall not be grounds for a change order that Consultant failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

10.2 Non-Discrimination. In performing under this Agreement, Consultant 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.

10.3 Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

10.4 Public Entity Crimes. In accordance with Fla. Stat. Sec. 287.134, Consultant certifies that Consultant, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement and that execution of the Agreement will not violate the statute. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.5 Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Consultant represents that neither the Consultant firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.6 Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, Consultant represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

10.7 Prohibited Persons. Neither Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

11. Independent Contractor. It is specifically understood that Consultant is an independent contractor of the City. Consultant more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Consultant will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement. Consultant shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Consultant's employees who provide Services under this Agreement. Consultant acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Consultant's duties under this Agreement. Consultant shall be responsible to the City for all work or services performed by Consultant or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

12. Insurance.

12.1 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.

12.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

12.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Consultant's required insurance coverage, or any increase in the Consultant's self-insurance retention.

12.4 **Required Coverage:** Consultant shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Business Automobile Liability: Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: 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."

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

12.6 Certificate of Insurance. Consultant shall provide the City Risk Manager or the City Agreement Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Consultant's receipt of Notice of Intent to Award the Agreement and, at any time thereafter, upon request by the City. It is Consultant's responsibility to ensure that the Risk Manager and the Agreement Manager both have a current Insurance Certificate and endorsements at all times.

12.7 Renewal of Insurance: Consultant shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Consultant shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, City may suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

12.8 Waiver of Subrogation. The City and Consultant waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnity. Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Consultant 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 Consultant's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, 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. Consultant 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 Consultant under this indemnification provision. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification

agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party thirty (30) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within a reasonable period.

14.2 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Consultant. Consultant shall have no right to terminate this Agreement for convenience.

14.3 In the event of termination, Consultant shall immediately deliver all documents, written information, electronic data, public records, and other materials, including but not limited to all fleet maintenance data, concerning this Agreement in Consultant's possession to the City and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

14.4 In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.5 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. Notices. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Consultant at the address on the first page of this Agreement; or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

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

17. Remedies. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Agreement by Consultant, Consultant may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

18. No Lien. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

19. Small Business. Consultant 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. Consultant shall comply with the small business commitment contained in Consultant's Proposal, or as approved by the Small Business Division. Consultant 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.

20. Assignment. This Agreement requires the skills and experience of Consultant and may not be assigned by Consultant without the City's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

21. 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, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. 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 that no such extension shall be made unless notice thereof is presented by Consultant to City in writing within ten (10) business days after the start of the occurrence of such delay; and further 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.

22. No Solicitation. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, 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 Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

23. Time of Essence. Time shall be of the essence for each and every provision of this Agreement.

24. Attorney Fees. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

25. Public Records Law.

25.1 **Public Records.** Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of

City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City.

25.2 A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

25.3 Upon completion of the Agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant. Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

25.4 Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

25.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

26. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant 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. Consultant 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.

27. Severability. In the event that any term or provision of this Agreement 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.

28. Waiver. Any waiver by either party 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.

29. Ethics Requirements.

29.1 Consultant shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code.

29.2 Conflicts of Interest.

- a. Consultant represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.
- b. Consultant represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").
- c. Consultant represents that it does not employ, directly or indirectly any member of the Conflict Group.
- d. Consultant represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Services in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.
- e. Consultant represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Consultant.
- f. Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Consultant or its business.
- g. Consultant, 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 Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.
- h. Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- i. Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option,

enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

- j. In the event Consultant is permitted to utilize subcontractors to perform any work under the Contract, Consultant agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

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

29.4 **Inspector General.** Consultant 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 the Contract, and may demand and obtain records and testimony from Consultant and its subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Agreement justifying its termination.

30. Right to Audit. Consultant 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 Consultant's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Consultant 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 Consultant 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 Consultant 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 Consultant within 45 days from presentation of City's findings to Consultant. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City.

31. Representations, Warranties and Covenants of Consultant

31.1 **Authority.** Consultant 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.

31.2 **Duly Licensed.** Consultant represents, to the extent applicable, 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.

31.3 **No Contingency.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, 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 Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. Modification. There may be no modification of this Agreement, except in a writing executed with the same formalities as this document.

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

34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.

35. **No Verbal Agreements.** No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Consultant.

36. **Publicity.** Neither party will use, or permit the use of, the name or logo of the other party in any press release or other public disclosure, or in any website, social media or other media, whether for advertising, publicity, business solicitation or other purposes, without the prior written consent of the other party, except as required by applicable law or regulation, such as securities laws or rules of a national securities exchange to which a party is subject.

37. **Exhibits.** The Exhibits referenced in this Agreement are incorporated into this Agreement, regardless of whether they are attached.

38. **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.

39. **Entire Agreement; Exhibits; Amendment.** Any exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Consultant.

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

CONSULTANT:
CORNERSTONE SOLUTIONS FLORIDA, LLC

By: Rick Abrami
Name: RICK ABRAMI
Title: PRESIDENT

CITY OF WEST PALM BEACH

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

Date: 02/04, 2020.

Attest: Helen J. Cannon
City Clerk

City Attorney's Office
Approved as to form and legality
By: [Signature]

**EXHIBIT A
RFP**



PROCUREMENT DIVISION
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401
Phone: 561-822-2100
Fax: 561-822-1564

REQUEST FOR PROPOSALS
RFP No. 19-20-206

Educational Campaign Services
To Inform Voters about the Park Bond Referendum
(Revision 12.11.19)

The City of West Palm Beach hereby solicits proposals from responsible and qualified firms to provide educational campaign services to inform voters about the upcoming referendum on the issuance of a bond to fund improvements to the City's Parks.

Proposal documents can be acquired electronically and free of charge by logging onto the City's website at:

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

Time is of the essence and any proposal received after **3:00 p.m., Monday, December 30, 2019** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

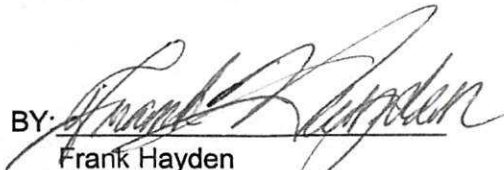
IMPORTANT: Contact by a Proposer (or anyone representing a Proposer) regarding this RFP with the Mayor, any City Commissioner, any staff of Redevelopment Management Associates (RMA), or City employee other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

A Proposer shall submit **one (1) original, three (3) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice.

All proposals must be delivered or mailed to:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401
Dir: (561) 822-2107/ Main: (561) 822-2100

Envelope Must Be Identified as **RFP No. 19-20-206 – Educational Campaign Services**

BY: 
Frank Hayden
Procurement Director

PUBLISH: December 16, 2019 on Palm Beach Post
December 10, 2019 on Website

Educational Campaign Services

RFP SCHEDULE

Listed below are the dates, times and deadlines for various steps of this RFP procurement process.

The Procurement Division may change any of these dates or times, as it deems necessary.

ACTION

COMPLETION DATE

RFP Issue Date

December 16, 2019

Final Questions Due

December 23, 2019 at 6:00 p.m.

Proposals Due

December 30, 2019 at 3:00 p.m.

City of West Palm Beach

401 Clematis Street

5th floor – Procurement Division

West Palm Beach, Florida



WEST PALM BEACH

Educational Campaign Services To Inform Voters about the Park Bond Referendum

SECTION 1 INFORMATION

1.1. BACKGROUND

Located in South Florida, the City of West Palm Beach (hereinafter known as "City") is located in Palm Beach County, Florida and serves as the county seat. The City of West Palm Beach has a population of approximately 110,000 with approximately 60,000 registered voters.

On March 17, 2020, the City of West Palm Beach will ask voters to grant it the authority to issue bonds for the purpose of upgrading a number of the City's park amenities. The amount of the bonds to be issued will raise approximately 26 million dollars that will be used to upgrade, replace or add amenities such as playgrounds, trails, community centers and infrastructure. In an effort to promote awareness of the referendum item on the March 2020 ballot, the City will launch an educational campaign to inform voters.

1.2. PURPOSE AND INTENT

The purpose of this Request for Proposal (hereinafter known as "RFP") is to secure a qualified firm or individual (hereinafter known as "Consultant") with ballot initiative and polling experience in running successful campaigns in West Palm Beach and/or Palm Beach County.

Consultant must have the capability to perform and complete the services in all respects in accordance with the solicitation herein for the educational campaign effort scheduled to run from January 2020 to March 2020.

Consultant will oversee a strictly informational and educational campaign aimed to bring awareness to the voters about the park bond referendum on the City's ballot scheduled for March 17 2020. Educational information will include the proposed Park improvements which would be funded with the park bond proceeds. The City has allocated up to \$80,000 to cover all costs for the educational campaign and materials. Due to the use of public dollars, no advocacy for the passage of the question can take place.

1.3. LOBBYING PROHIBITED

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team. **The "No-Lobbying" condition is in effect from the date of**

publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process.

1.4. SCOPE OF SERVICES

Consultant will coordinate and direct an educational campaign to inform voters about the upcoming referendum on March 17, 2020, on the issuance of a bond to fund improvements to the City's Parks. Educational information will include the proposed Park improvements which would be funded with the park bond proceeds.

In order to reach as many voters in the City as possible, a combined effort of organization, communication, and an implementation plan will need to take place. These activities include the following:

- Organize an informational campaign to include compiling voter lists, establishing communication methods, and other voter contact opportunities
- Prepare and submit all of the needed documentation required by the Supervisor of Elections and the State of Florida for the ballot initiative
- Handle all necessary financial reporting requirements for the campaign before and after election day
- Develop neutral messaging that answers questions asked by the voters about the referendum;
- Execute voter outreach
- Attend necessary meetings with local stakeholders including neighborhood associations and civic organizations
- Create a website with information about the referendum item
- Develop print material, as needed, with educational messaging about the referendum
- Send mailings to registered voters, if needed.
- Coordinate with the City's Communications Director and the Office of Community Engagement on outreach efforts
- Coordinate with the Supervisor of Elections to identify the appropriate precincts of people able to vote in the City of West Palm Beach
- Coordinate any other necessary activities required to create awareness and answer questions regarding the referendum

The City reserves the right to amend or delete services at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period

1.5. EQUAL OPPORTUNITY TERMS

The City of West Palm Beach is committed to working within our community. The City encourages small, minority, service-disabled veteran and woman owned businesses to become certified by the City of West Palm Beach. For information and assistance in becoming certified, please contact:

City of West Palm Beach
Office of Equal Opportunity
401 Clematis Street
West Palm Beach, FL 33401
(561) 822-1273

Firms seeking to submit a proposal in response to this RFP must be certified at time of contract with the City. All firms used to meet any subcontracting goal must be certified at time of contract between the prime contractor and City.

1.6. 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 RFP by this reference. Terms in this subsection shall have the meanings established in the Ordinance.

No Small Business goal has been established for this solicitation.

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

1.7. MWBE PROGRAM PARTICIPATION

In an effort to address inequity in contract awards, the City has established a Minority/Women Business Enterprise ("MWBE") Program. The MWBE Program is set forth in Chapter 66 of the City's Code of Ordinances and is incorporated in this RFP by reference. However, Proposers are encouraged to read it in its entirety.

MWBE Firm

Preference Points: Ten preference points (10%) will be given to eligible MWBE firms.

Eligibility: MWBEs eligible to receive the preference points shall be owned by African-Americans, Hispanic Americans and/or Caucasian Women.

A listing of certified MWBEs is available on the website at <http://www.wpb.org/Departments/Procurement/> or the proposer can request a list of certified MWBEs from the Equal Opportunity division.

When submitting a proposal which includes MWBE participation, for which preference points are desired, the Proposer shall include a Subcontractor Utilization Plan (Forms MB01 and MB03) which identifies the MWBEs, the type of work and percentage of work that the MWBE will perform.

- a. **Statement of MWBE Participation Form MB01**
All MWBE subcontractors must be reported on the Subcontractors List -- indicate dollar amounts in the appropriate columns. This form is due **with your Proposal.**
- b. **Letter of Intent Form MB03**
One form per MWBE subcontractor must be executed and will be made a part of the resulting contract.

Failure to submit a complete subcontractor utilization plan shall be grounds to disallow preference points.

1.8. CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE.

When considering two or more qualified proposals and at least one of which is: i) from a certified service-disabled veteran business enterprise, and ii) is equal with respect to all relevant considerations, including quality and service, such procurement or contract shall be awarded to the certified service-disabled veteran business enterprise. For purposes of this provision, a “certified service-disabled veteran business enterprise” shall mean a business that has been certified by the State of Florida to be a service-disabled veteran business enterprise as defined in F.S. § 295.187.

1.9. EQUAL BENEFITS

When contracting for services in an amount of \$50,000.00 or more with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. The requirements of this provision shall not apply when exempted in accordance with the City's procurement code or when waived by the City Commission.

1.10. ADDITIONAL PROCUREMENT TERMS

Bankruptcy / Insolvency. At the time of submittal of proposal, Contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

1.11. ADDITIONAL CONTRACT TERMS

Contract Term. The term of the contract will be through completion of services, in March 2020.

the City reserves the right to delete or revise services at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period

Non-Exclusive. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option

Compensation. The fee for the services to be rendered will be negotiated with the Contractor selected and the successful Contractor will be required to enter into a formal agreement with the City.

Contract Form: The City's form of contract shall be utilized.

Cancellation. The City will reserve the right to cancel the contract, with or without cause, with not less than three (3) days written notice.

1.12 INSURANCE REQUIREMENTS

The selected Consultant shall be required to purchase and maintain from a company or companies lawfully authorized to do business in Florida, the following insurance coverages in the minimum amounts specified below and with a maximum deductible of \$25,000 per occurrence:

- A. General Liability: \$1,000,000.00 per occurrence with a maximum deductible of \$25,000.00 per occurrence; \$2,000,000.00 aggregate annually.
- B. Automobile Liability: The minimum amount of coverage shall be \$1,000,000.00, Combined, Single Limit for Bodily Injury and Property Damage Liability. This policy shall be an “Any Auto” or Comprehensive policy.

C. Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

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

Certificate of Insurance: Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that the policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of any contract awarded and maintained current on file with the City of West Palm Beach during the contract period. Thirty days' written notice must be provided to the City of West Palm Beach in the event of insurance cancellation.

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

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

Firms responding to the RFQ must provide a statement of their ability to obtain the required insurance coverage.

SECTION 2 GENERAL TERMS AND CONDITIONS

Note: The terms and conditions of the final contract, shall incorporate, but not be limited to, those described or specified in this RFP. The services and terms described or specified 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 contract may have additional terms and conditions not included herein. The contract and all modifications thereto shall be in writing and executed by both parties. The following terms are non-negotiable and shall govern this RFP and the resulting contract. Submittal of a Proposal shall be considered agreement with and acceptance of these General Terms and Conditions.

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

2.2 Lobbying Prohibited. As to any matter relating to this RFP, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, officer, City employee, or any City representative or contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP, other than an employee of the West Palm Beach Procurement Division or Equal Opportunity Division is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential contractor or subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Division staff. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

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

2.3 Official Solicitation Document. Changes to the RFP made by a Proposer may not be acknowledged or accepted by City. Award or acceptance of a contract does not constitute acceptance of a changed term, condition or specification, unless specifically acknowledged and agreed to by city. The copy of the RFP published and maintained by the City shall be the official solicitation document.

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

2.5 Use of City Name, Logos or Seal. Proposer will not use the City logos or seals in its Proposal or any document or report without the prior written consent of the City, which may be withheld. Proposer will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City.

2.6 No Return of Proposals. All Proposals shall become the property of the City and shall not be returned.

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

- 2.6. **Ownership of Documents.** The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation and resulting contract, and regardless of whether in paper or electronic format, without payment of any royalties or fees to Proposer. Proposer acknowledges that the City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Proposer or its sub-proposers.
- 2.7 **Copying of Proposals.** Proposer grants to City permission to copy all parts of its Proposal, including without limitation any documents and/or materials copyrighted by the Proposer. The City's right to copy shall be for internal use in evaluating the Proposal.
- 2.8 **Records Maintenance.** The Proposer awarded the contract under this RFP shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to City at Proposer's expense.
- 2.9 **Right to Audit.** The City shall have the right to audit Proposer's books and records, at the City's expense, upon prior notice, with regard to the work under the contract for five (5) years following completion of the Services, or conclusion of any litigation regarding the contract. Proposer shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to the contract. If an audit inspection discloses overpricing or overcharges (of any nature) by Proposer 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 Proposer 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 Proposer within 45 days from presentation of City's findings to Proposer.
- 2.10 **No Solicitation or Contingent Fee.** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.
- 2.11 **Truth in Negotiation.** Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract.

2.12 Ethics Requirements. All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Palm Beach County Ordinance and City Code. No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder of 10% or more, or any business entity in which they have a significant or controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Palm Beach County Ethics commission regarding conflict of interest provisions. The City will not accept gifts, gratuities or products from Proposers or their affiliates or agents.

2.13 Conflicts of Interest.

a. Proposer represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.

b. Proposer represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").

c. Proposer represents that it does not employ, directly or indirectly any member of the Conflict Group.

d. Proposer represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.

e. Proposer represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Proposer.

f. Proposer represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Proposer or its business.

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

h. Proposer, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Proposer agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i. Proposer shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Proposer intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Proposer, the City shall so state in its opinion and the Proposer may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Proposer under this Agreement.

j. In the event Proposer is permitted to utilize subcontractors to perform any Work under the Contract, Proposer agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

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

2.14 Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.

2.15 Public Records. City is governed by the Sunshine law and the Public Records law of the State of Florida.

Proposal Documents. Proposal packages shall become the property of City and shall not be returned. Proposal documents received by the City are exempt from public disclosure until such time as the City provides notice of intent to award or until 30 days after Proposal opening, whichever is earlier. If the City rejects all Proposals and intends to reissue the RFP, then the rejected Proposals remain exempt from public disclosure until such time as the City provides notice of intent to award, or until the City withdraws the reissued RFP. A Proposal shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all Proposals.

Exemption from Disclosure. Proposer must claim the applicable exemptions to disclosure of information provided in their Proposal package by identifying the materials to be protected, and must identify the applicable legal authority for the exemption under state statutes. Such information must be identified accordingly on each and every page of the Proposal package where applicable. No claim of confidentiality or proprietary information in all or any portion of a Proposal package will be honored unless a specific exemption from the public records law exists and it is cited in the Proposal package. If a Proposer believes any of the information contained in its Proposal package is exempt from the public records law, the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records. City reserves the right to make any final determination of the applicability of the Public Records Laws.

City Documents and Records. Proposer shall comply with Chapter 119, Florida Statutes, regarding public records. Proposer shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall

immediately notify the Contractor of the request, and the Proposer shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Proposer shall transfer, at no cost, to the City all public records in possession of Proposer. The Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Failure of the Proposer to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

Exemption. Records that are exempt or confidential are exempt from public records disclosure requirements. Exempt records may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 2.16 **Records Maintenance.** The Proposer awarded the contract under this RFP shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to City at Proposer's expense.
- 2.17 **Right to Contract for similar/additional services.** The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as to all terms, agreements, and conditions without penalty. No City contract is an exclusive contract, unless explicitly stated in such contract.
- 2.16 **Other Agencies.** By submittal of its Proposal, the Proposer agrees that this RFP and Proposer's Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other City-related agencies, including the West Palm Beach Community Redevelopment Agency and the East Central Regional Wastewater Treatment Facility Operations Board. Additionally, Proposer agrees that, if appropriate, this RFP and Proposer's

Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other government agencies in the State of Florida.

- 2.17 Independent Contractor.** It is expressly understood that the relationship of Proposer to the City will be that of an independent contractor. Proposer and all persons employed by Proposer, either directly or indirectly, are Proposer's employees or subcontractors, not City employees. Accordingly, Proposer and Proposer's employees or subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Proposer employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Proposer employees or subcontractors assert a claim for wages or other employment benefits against the City, Proposer will defend, indemnify and hold harmless the City from all such claims.
- 2.18 Taxes.** Proposer shall be responsible for the payment of all taxes related to or arising out of Proposer's work or services under an awarded contract, including by way of illustration but not limited to, federal income tax, social security tax, unemployment insurance taxes and any other taxes or business taxes, as required. The City is exempt from paying state and local sales taxes and will furnish an exemption certificate upon request. Proposer is not entitled to use the City's tax exemption for its own purposes.
- 2.19 Indemnification.** Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this 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 Proposer's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of this Agreement by Proposer or any act or omission of Proposer, 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. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under this 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. 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 Proposer to indemnify the City for its own negligence, or intentional acts of its officials, agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes.
- 2.20 Non-discrimination.** Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, marital status or sexual orientation, gender identity or expression, genetic information, national origin, age, disability, or familial status.
- 2.21 Immigration laws.** The knowing employment by Proposer 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. Proposer agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under any contract awarded. Proposer will ensure and keep appropriate records to demonstrate that all Proposer personnel have a legal right to live and work in the

United States.

- 2.22 Prohibited Persons.** Neither Proposer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").
- 2.23 Public Entity Crimes Act.** Proposer represents that the execution of a contract awarded from this RFP will not violate the Public Entity Crimes Act (Section 287.134, Florida Statutes), and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal. Violation of this section may result in termination of any contract awarded and recovery of any monies paid; and may result in debarment from City's competitive procurement activities.
- 2.24 Convicted Vendor List.** Proposer represents that the execution of a contract awarded from this RFP will not violate Section 287.133, Florida Statutes and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP.
- 2.25 Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
- 2.26 Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of the awarded contract and recovery of all monies paid; and may result in debarment from City's competitive procurement activities.
- 2.27 Safety and Environmental Laws.** In performing services for the City, Proposers shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits.
- 2.28 Background Check.** The City may conduct criminal, driver history, and all other background checks of Proposer personnel who would perform work under the contract or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent or other Proposer personnel that

fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

- 2.29 State of Florida Division of Corporations Information.** It is the Proposer's responsibility to comply with all state business requirements. All corporations, companies and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. If the Proposer is an out-of-state or foreign corporation, company or partnership, the Proposer must obtain the authority to conduct business in the State of Florida. Corporations, companies or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission of a Proposal to this RFP may be deemed non-responsive. If successful in obtaining a contract award under this RFP, the Proposer must remain in good standing throughout the contractual period of performance.
- 2.30 News Releases / Publicity.** News releases, publicity releases, or advertisements relating to this RFP or resulting contract or work authorizations shall not be made without prior City approval.
- 2.31 Standard of Care.** The standard of care for all services performed or furnished by Proposer under this Agreement will be the care and skill ordinarily used by members of Proposer's profession practicing under similar circumstances or at the same time and in the same locality.
- 2.32 Commencement of Work.** If a Proposer begins any billable work prior to the City's final approval and execution of the contract, Proposer does so at its own risk and City shall not be liable for payment for such work or services.
- 2.33 Florida Prompt Payment Act.** The City abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities. The fee paid shall be paid based on receipt of a proper invoice. No payment made under the contract shall be conclusive evidence of performance by Proposer, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Proposer of liability for the defective, faulty or incomplete rendition of the Services.
- 2.34 Joint Ventures and Partnerships.** Joint Ventures and partnerships shall not be accepted by the City as either prime Proposers or sub-contractors or sub-contractors for purposes of contract award under this RFP.
- 2.35 Applicable Laws; Procurement Code.** Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.
- 2.36 Right to Contract for Similar/Additional Services.** The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.
- 2.37 Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.
- 2.38 Termination by City for Convenience.** The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract. The City shall have the right to terminate the contract, in whole or in part, with or without cause, and for its convenience, upon

thirty (30) days written notice to Proposer. In the event of termination, the City shall compensate the Proposer for all authorized work satisfactorily performed through the termination date under the payment terms contained in the contract.

- 2.39 Compliance with Applicable Laws.** Proposer must obtain all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Proposer must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of the awarded contract and must comply with the same at its own expense.
- 2.40 Rights and Privileges; No Assignment.** The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.
- 2.40 Binding Obligations and Contract.** The City and Proposer will be bound only if and when a Proposal, as it may be negotiated and accepted by the City and the applicable contract(s) pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City.
- 2.41 Governing Law; Jurisdiction; Venue; Litigation.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum 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.
- 2.42 Disclosures and Disclaimers.** The information contained in this RFP is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any other prior communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

City reserves the right to issue written addenda regarding this RFP to clarify, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline.

Following submission of a Proposal, the Proposer agrees to promptly deliver any further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Proposal and/or Proposer, including Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

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

to request re-submittal of Proposals. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

In its sole discretion, the City may withdraw this RFP either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the RFP. Any action taken by the City in response to Proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or its advisors.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. Any recipient of this RFP or Proposer who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer or party submitting such Proposal.

Submission of a Proposal confers on Proposer no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

The City does not warrant or represent that any award will be made as a result of the issuance of this RFP. Any recipient of this RFP or Proposer who responds hereto agrees to be bound by the terms of this RFP. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer.

This RFP is not to be construed as an offer by the City. This RFP may be withdrawn or cancelled, either before or after the Proposal Submittal Deadline, and may or may not be re-Proposal when determined to be in the best interests of the City. Any withdrawal or cancellation of this RFP, either before or after selection of a Proposer, shall be without liability or obligation on the part of the City or its employees. Any action taken by the City regarding this RFP, in making an award, withdrawal or cancellation of award, or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, its employees, its advisors, or agents.

Proposals may be considered irregular and may be rejected if the Proposal: 1) does not strictly conform to the requirements of the Request for Proposal; 2) is incomplete; 3) any Proposal Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of City, unbalanced either in excess or below the reasonable cost analysis values; 7) the Proposal is in excess of the approved budget for the Work.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Any Proposal received without an authorized signature or past the Proposal Submittal Deadline will be rejected.

Any or all Proposals may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. The City reserves the right to re-bid the solicitation; to reject non-responsive or non-responsible Proposals; to reject unbalanced Proposals; to reject Proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual Proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any

Proposal. This Request for Proposal may be cancelled and may or may not be re-Proposal when determined to be in the best interests of the City.

Any or all Proposals may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. Nothing in this RFP is intended to restrict the City in any way in the selection of the Proposer/Proposal that best meets the needs of the City.

The City reserves the right to reject the Proposal of any Proposer who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

No binding contract will exist between the Proposer and the City until a written contract is fully executed by the parties.

This RFP is being issued by City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City or its agents or advisors if any information herein contained shall be inaccurate or incomplete. This RFP is made subject to correction of errors or omissions, or withdrawal without notice.

SECTION 3. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA

3.1 MINIMUM REQUIREMENTS

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

1. Proposal received in Procurement Division on or before the due date and time.
2. Firm must be authorized to conduct business in the State of Florida.
3. Proposer has at provided services for least Three (3) ballot referenda.
- ~~4. been in business performing security guard services of a similar nature in Florida, serving multiple sites, for a minimum of three (3) years prior to the due date of this Request for Proposals~~
4. Proposal indicates whether Firm provides benefits to employees' spouses and dependents; and, if so, also indicates whether employees' domestic partners are also provided the same benefits.
5. Firm indicates ability to provide the certifications required under the City's Disclosure Form.
6. Firm indicates ability to provide required insurance
7. Firm indicates ability to provide business tax receipt.
8. Firm has had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the city's ethical standards; suspension or debarment by the city or another government entity.
9. Proposer has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services within 36 months of Proposal submittal.
10. Proposer has not been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services.
11. Proposer is not on the Scrutinized Companies that Boycott Israel List or is not engaged in a boycott of Israel. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business activities in Syria or Cuba.

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

3.2. EVALUATION CRITERIA

Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone. As per the Procurement Ordinance, the selection of a Proposer with whom to contract shall be based on the "best value to the City". Best value means the overall value to the city, in the city's sole discretion, as determined by Section 66-71 of the City's Procurement Code.

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

Category Maximum Points	Category
20	Ballot Referenda Experience: <ol style="list-style-type: none"> a. Experience with at least three (3) ballot referenda b. Demonstrated understanding of need for informational and educational campaign with neutral messaging.
20	Campaign Experience: <ol style="list-style-type: none"> a. Has proven track record in running successful campaigns in West Palm Beach and /or Palm Beach County b. Demonstrated experience running issue-oriented campaigns c. Ability to identify the appropriate precincts of people able to vote in the City of West Palm Beach d. Demonstrated ability to organize a campaign, including the ability to compile voter lists, establish communication methods and other voter contact opportunities
20	Election Requirements <ol style="list-style-type: none"> a. Demonstrated experience and knowledge of election laws and requirements. b. Knowledge of and ability to prepare and submit all the needed documentation required by the Supervisor of Elections and the State of Florida for the ballot referendum c. Ability to prepare and timely file all necessary financial reporting requirements. d. Demonstrated coordination with the Supervisor of Elections
20	Communication Abilities <ul style="list-style-type: none"> • Ability to coordinate and conduct meetings with local stakeholders including neighborhood associations and civic organizations • Ability to execute voter outreach • Ability to create a website with information about the referendum item • Ability to develop print material, as needed • Ability to send mailings to registered voters.
20	Compensation Proposer's fee and estimated campaign costs
100	TOTAL
10	MWBE Preference Points
110	TOTAL POSSIBLE POINTS

SECTION 4. PROCUREMENT PROCESS

4.1 NO LOBBYING:

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

4.2 Clarification/Interpretation & Addenda Registration

No interpretation or changes to the meaning of the Request for Proposal will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFP document.

Each Proposer is required to register under the designated solicitation via the Procurement Division website in order to receive any addenda to this RFP.

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

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP in the City's Procurement website.

All questions regarding this RFP should be submitted no later than the date indicated for Final Questions Due in the schedule for this RFP at the beginning of this document.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning Procurement website, please contact:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach
City Hall, Purchasing Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office (561) 822-2100 • Direct (561) 822-2107 • Email: jgrosch@wpb.org

IMPORTANT: Contact regarding this RFP by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, City officer, City employee other than an employee of the West Palm Beach Procurement Division or Equal Opportunity Office, is grounds for disqualification.

4.3 Pre-Proposal Conference Not Applicable

4.4 Submittal

Time is of the essence and any Proposals received after the time and date indicated for Proposals Due in the schedule for this RFP at the beginning of this document will be returned unopened.

PROPOSALS NOT RECEIVED BY THE SUBMITTAL DEADLINE WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in sealed envelopes, marked in the lower left-hand corner with the firm name, RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

4.5 Qualification.

City will first evaluate all firms to determine if the firm meets the minimum requirements listed in this document.

4.6 Evaluation and Award

The Procurement Division may evaluate Proposals or the City may appoint an evaluation committee to evaluate the proposals. Evaluations will be based on the criteria and points outlined in this document. All qualified Proposers will be notified of the evaluation meeting and the meeting will be advertised as a public meeting, as required by law.

The City reserves the sole right to determine the Proposer's performance history based on known past performance with the City and/or based on references or its own investigation. The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

Each Proposal will be evaluated individually and in the context of all other proposals. Submittals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

Each Evaluation Committee member will individually assign a point score, based on the evaluation criteria. The points awarded by each Evaluation Committee member will be added together to obtain an aggregate total point score for the Proposer. The Proposer with the highest total points will be ranked highest for award preference. The Proposer with the second highest total points will be ranked second highest for award preference, and so on, until all Proposers are ranked.

The City reserves the right to request presentations from Proposers and conduct interviews with any, all or none of the Proposers. It shall be the City's sole decision on whether any presentations are made or interviews are held and with which Proposers interviews are conducted. The City may select a Proposer that was not interviewed or did not make a presentation.

The City is not bound by the recommendation of the Evaluation Committee.

4.7 Award

The selection of a Proposer shall be based on the best value to the City. Best value means the overall value to the City in the City's sole discretion, as determined by considering the evaluation factors and selection criteria set out in this RFP and the factors in Sec. 66-71 of the City Code (Procurement Code).

The selected Proposer will be notified in writing of the City's intent to award a contract and notice of the intended award will be posted to the Procurement web page. Award of a contract cannot be assigned by Proposer.

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

Nothing in this RFP is intended to restrict the City in any way in the selection of the Proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. The City may contract with another firm or use City staff to perform any of the above described services, in whole or in part.

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

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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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 on a contract to provide goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Proposer represents that neither the Proposer nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, any Proposer may be considered ineligible to Proposal by the City if the Proposer has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

Drug-Free Workplace. The City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City. Proposer shall be required to enforce a drug-free workplace for all Proposer personnel working under the contract. Specifically, all Proposer personnel who are

working under the City's contract must be notified in writing by Proposer that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Proposer agrees to prohibit the use of intoxicating substances by all Proposer personnel and will ensure the Proposer personnel do not use or possess illegal drugs while in the course of performing their duties.

Conflict Of Interest. Proposers must disclose with its Proposal the name of any officer, director, or agent of Proposer who is also an employee of the City of West Palm Beach. Further, all Proposers must disclose the name of any City of West Palm Beach employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates.

Dun & Bradstreet Report. The City may review the Proposer's rating and payment performance to assist in determining a Proposer's financial responsibility and financial viability when being evaluated for a contract award.

Modification / Withdrawal. Proposers shall not be allowed to modify their Proposals. Proposal containing substantial errors may be withdrawn provided request to withdraw is made prior to the Proposal opening time and date. Written requests to withdraw a Proposal must be addressed and labeled in the same manner as the Proposal and marked as "Withdrawal". Requests for withdrawal after the Proposal opening may result in forfeiture of the Proposal bond or security.

Cost Justification. In the event only one response is received, and if applicable, the City may require that the Proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal price is fair and reasonable.

State-Appropriated Funds. If 50 percent (50%) or more of the contract will be paid from state-appropriated funds which have been appropriated at the time of competitive selection, selection will not be based on any preference for maintaining an office or place of business within the City, or hiring employees or subcontractors from within the City, or Proposer's prior payment of local taxes, fees or assessments.

Certified Service-Disabled Veteran Business Enterprise. When considering two or more qualified Proposals, and at least one of which is from a certified service-disabled veteran business enterprise, as defined in Fla. Stat. Sec. 295.187, and such Proposal is equal with respect to all relevant considerations, including price, quality and service, such contract shall be awarded to the certified service-disabled veteran business enterprise.

4.8 Negotiation and Contract

If a satisfactory fee or contract cannot be negotiated with a selected Proposer, negotiations will cease and begin with the next ranked firm or the next firm determined to provide the best value to the City.

The City's standard contract form for services shall be required to be used, regardless of whether it is included in this RFP, and will generally not be negotiated. Additional terms included in this RFP shall be contract terms and generally are not negotiable. If a sample contract is included in the RFP, the terms and conditions of the final agreement may have additional terms and conditions not included in this RFP.

The successful Proposal shall become an integral part of the contract, but may be modified by the provision of the contract.

Within 7 days of receipt of the City's contract, the selected Proposer must execute the contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City and the City may proceed to negotiate with the next ranked Proposer.

The City and Proposer will be contractually bound only if and when a written contract between the parties is executed by the appropriately authorized officials of the City and Proposer.

In the event a contract cannot be negotiated or executed with the selected Proposer, the City reserves the right to retain the bid/proposal security deposit and to select the next ranked "best value" Proposer and to negotiate and contract with said Proposer.

Business Tax. The Proposer will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

No Assignment. The selected Proposer(s) will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission. At all times during the term of the contract, the selected Proposer shall act as an independent contractor and at no time shall the selected Proposer be considered an agent or partner of the City.

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

The contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY SHALL WAIVE ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT.

Applicable Laws; Procurement Code. Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

Costs. All costs incurred by any Proposer in responding to this Request for Proposals are the sole responsibility of the Proposer.

4.9 Protest Procedures

Protest procedures are provided in Section 66-151 of the Code of Ordinances of the City of West Palm Beach. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Division. Failure to file a protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest. The Procurement Official's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

SECTION 5. INSTRUCTIONS FOR PROPOSAL SUBMITTAL

5.1 Preparing Proposal for Submission:

Each Proposer is required, before submitting its Proposal for this solicitation ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Companies are advised to closely examine this package and their Proposal prior to submittal.

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

Proposals shall submit **one (1) original, three (3) copies and one (1) electronic copy (on flash drive, CD-ROM, in MS Word or searchable PDF)** in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The Proposer is asked to limit marketing materials and excess verbiage yet, sufficiently states his/her qualifications, cost, and other information pertinent for evaluation.

The original Proposals must be enclosed in a document/binder labeled as the "**original**". **Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company.** Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this RFP shall be based solely on the Proposal marked as "original", regardless of whether the submitted copies or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this RFP may be cause for disqualification or rejection of Proposal.

Only one proposal may be submitted by each Proposer.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Companies.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.

Proposal shall be mailed or hand-delivered to:

City of West Palm Beach - Procurement Division
Josephine Grosch, Sr. Purchasing Agent
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100

Time is of the essence and any proposal received after the closing date and time indicated on the cover of the RFP, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Proposers are responsible for insuring that their proposal is stamped by Procurement

personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

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

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

5.2 **Clarification/Interpretation & Addenda Registration**

No interpretation or changes to the meaning of the Request for Proposal will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFP document.

Each Proposer is required to register under the designated solicitation via the Procurement Division website in order to receive any addenda to this RFP.

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

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP in the City's Procurement website.

All questions regarding this RFP should be submitted under "Add a Question" section of designated solicitation and must be entered no later than the date and time indicated in the RFP Schedule.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

5.3 **Proposer's Responsibility.** It is the responsibility of each Proposer, before submitting a Proposal, to:

- a. Examine the Request for Proposals and RFP Documents thoroughly;
- b. Take into account federal, state and local laws and regulations that may affect costs, performance, furnishing the services or contract award;
- c. Carefully correlate Proposer's observations with the RFP Documents;
- d. Carefully review the RFP Documents and notify the Procurement agent of any conflicts, errors, or discrepancies in the RFP Documents of which Proposer knows or reasonably should have known.
- e. Verify whether any addenda have been issued and obtain same.

Any failure by Proposer to take these steps will not relieve the Proposer from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City.

5.4 **Form Of Proposal.** Unless otherwise instructed, **all required forms must be submitted with the Proposal.** An original and the designated number of copies of each Proposal are required. The City may require an electronic copy and/or electronic spreadsheet of the Proposal prices. A

complete Proposal package, and all other required documents must be submitted in order for the Proposal to be considered.

5.5 Use Of City Logos, Trademarks Or Seals. Proposer shall not duplicate or utilize the City's logo, trademarks or seals in its Proposal package or any other documents or materials without prior specific City authorization.

5.6 Errors / Corrections. Proposals having corrections must be initialed in ink by the Proposer. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Do not erase or "white out" errors. Any illegible entries, pencil Proposals or corrections not initialed will not be accepted. In the event of mathematical extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the Proposer's total will be corrected accordingly. Proposers shall not be allowed to modify their Proposals. Proposal containing substantial errors may be withdrawn provided request to withdraw is made prior to the Proposal opening time and date.

5.7 Proposal Prices. All Proposal prices shall remain valid for not less than ninety (90) days after the Proposal Submittal Deadline or other time stated in this RFP. Prices must be stated in the units specified on the Schedule of Proposal Prices Form.

5.8 Non-Collusion. By submittal of a Proposal, Proposer certifies that its Proposal is made independently and free from collusion. Failure of a Proposer to disclose any relationship required by law or ethics provisions shall be reason for debarment by the City.

5.9 Representations and Disclosures. By submitting its Proposal, Proposer shall make the following representations and disclosures:

1. **No Lobbying.** Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification
2. **Conflict of Interest.** Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members. Proposer shall have no other interest, direct or indirect, in the Project (other than an agreement awarded under this RFP).

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

3. **Good Faith.** Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. **Financial.** Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.
5. **Criminal.** Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

6. **Prohibited Persons.** Neither Proposer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").
7. **Public Entity Crimes Act.** Proposer represents that the execution of a contract awarded from this RFP will not violate the Public Entity Crimes Act (Section 287.134, Florida Statutes), and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal.
8. **Convicted Vendor List.** Proposer represents that the execution of a contract awarded from this RFP will not violate Section 287.133, Florida Statutes and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP.
9. **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
10. **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.
11. **No Solicitation or Contingent Fee.** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.
12. **Truth in Negotiation.** Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and

costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within 1 year following the end of the contract.

13. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
14. No Liability. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

SECTION 6. PROPOSAL FORMAT

The Proposal must be divided into separate sections by tabs as in the prescribed order, and it allows for clarity and ease of review of the proposal. Where indicated, the City forms must be completed and submitted. Proposers shall submit the following information as described in the sections below:

Section 1: Introduction Letter and Forms

1. Provide a Letter of Transmittal to summarize in a brief and concise manner, the proposer understands the scope of services and makes a positive commitment to timely perform the services. The letter must name all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons. **The letter must be signed by an individual authorized to bind the firm indicating the title or authority. Failure to meet this requirement may result in disqualification.**
2. Complete and attached Proposer's Information (Form A).
3. Include, if applicable, any addendum(s) that were issued.
4. Submit Representations and Disclosures (Form B).
5. Submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Primary Covered Transactions (Form C).
6. Submit Equal Benefits Certification, (Form D).

Section 2: Firm Background

Proposers must provide information about their organization so that the City can evaluate the Proposers' stability and ability to support the commitments and meet the minimum qualifications of respondents set forth in the RFP.

1. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
2. Describe any other business affiliations (e.g., subsidiaries, joint ventures).
3. If the firm has multiple offices, identify which office will service the City's account.
4. Confirm whether the firm has ever been suspended or debarred by any government agency, and if so, describe the situation. Identify whether the firm has been involved in any litigation regarding any procurement or client contract or claims regarding use of force or related to firms' services. If so, describe the situation.
5. Confirm whether any principal or officer of the firm has any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; or any prior violation of the ethical standards; suspension or debarment by the city or another government entity.

Section 3: Ballot Referenda Experience:

- a. Detail the Proposer's experience with at least three (3) ballot referenda.
- b. Demonstrate understanding of the need for informational and educational campaign with neutral messaging.

Section 4: Campaign Experience:

- a. Demonstrate proven track record in running successful campaigns in West Palm Beach and /or Palm Beach County
- b. Demonstrate Proposer's experience running issue-oriented campaigns
- c. Demonstrate ability to identify the appropriate precincts of people able to vote in the City of West Palm Beach

Section 5: Election Requirements

- a. Demonstrate experience and knowledge of election laws and requirements.
- b. Demonstrate knowledge of and ability to prepare and submit all the needed documentation required by the Supervisor of Elections and the State of Florida for the ballot referendum
- c. Demonstrate ability to prepare and timely file all necessary financial reporting requirements.
- d. Demonstrate ability to coordinate with the Supervisor of Elections

Section 6: Communication Abilities

Demonstrate the Proposers abilities to accomplish the following:

- a. Ability to coordinate and conduct meetings with local stakeholders including neighborhood associations and civic organizations
- b. Ability to execute voter outreach
- c. Ability to create a website with information about the referendum item
- d. Ability to develop print material, as needed
- e. Demonstrate ability to send mailings to registered voters.

Section 7: Compensation

Include Proposer's fee and estimate of campaign costs.

Section 8: Insurance.

The Proposer is able to demonstrate sufficiency of financial resources to provide the necessary services perform the contract.

Proposer should also confirm its ability to provide the required insurance.

Section 9: References

Provide **at least three (3) references**, preferably Florida governmental entities, for which your firm has provided services within the last three (3) years. Complete **Form E**.

Reference information must include, at a minimum: name of agency, contact person, city/state, telephone and **email**. The reference contact person must be someone who has personal knowledge of the proposer's performance. The reference person must have been informed that they are being

used as a reference and that the City may check references. Poor references provided for the Proposer may be cause for disqualification.

Letters of Commendations or Recommendation may also be included in this section.

Section 10: MWBE (if applicable)

If the Proposer is an MWBE firm which qualifies for preference points under this RFP, please include certification form.

Complete and include **Forms MB01 an MB03.**

REPRESENTATIONS AND DISCLOSURES

RFP No. 19-20-206

STATE OF _____ }

} SS:

COUNTY OF _____ }

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

1. No Lobbying. Respondent acknowledges that contact by a Respondent, or anyone representing a Respondent, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division of Office of Equal Opportunity, is grounds for disqualification.

2. Conflict of Interest. Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Respondent has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members.

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

3. Authorized. Respondent is authorized to do business under the laws of the State of Florida.

4. Good Faith. Respondent represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

5. Financial. Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years.

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

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

8. Criminal. Respondent certifies that neither Respondent nor any of Respondent's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

9. No Solicitation or Fee. Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.

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

11. **No Liability.** Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

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

13. **Ethics.** Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency contracts. Respondent and its officers have had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards.

14. **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.

15. **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.

16. **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.

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

18. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

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

Respondent Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

The Representations and Disclosures were AFFIRMED AND SIGNED before me this _____ day of _____, 20____

by _____ (name) as

_____ (title) of

_____ (Respondent firm), who is personally known to me or produced

_____ as identification.

Notary Signature: _____

Print Name: _____

Notary Stamp or Commission No. _____

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary Covered Transactions**

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Proposer's Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

Equal Benefits Certification

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

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

Check only one box below:

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

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

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

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

I, _____, _____
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

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

Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____, as an act of _____ (firm), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____

Print Notary Name: _____

Commission No. _____

REFERENCES

Proposer must provide a minimum of three (3) client references for security guard services performed within the past three (3) years. Reference information provided must include a complete scope of work, contact names, telephone numbers, dates of service and service location. The reference contact person must be someone who has personal knowledge of the performance. The contact person must have been informed that they are being used as a reference and that the City may check references. The City will use information provided by references to determine capacity to perform.

Reference #1

Client: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Service Location(s): _____

Service Year: From: _____ To: _____

Description of services provided:

Reference #2

Client: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Service Location(s): _____

Service Year: From: _____ To: _____

Description of services provided:

REFERENCES

Reference #3

Client: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Service Location(s): _____

Service Year: From: _____ To: _____

Description of services provided:

**EXHIBIT B
PROPOSAL**



December 30, 2019

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401

RE: RFP No. 19-20-206 – Educational Campaign Services

Dear Ms. Grosch:

Cornerstone Solutions has submitted a proposal for RFP No. 19-20-206 – Educational Campaign Services. Cornerstone understands the scope of services and makes a commitment to timely perform the services.

Sincerely yours,

A handwritten signature in blue ink that reads 'Rick Asnani'.

Rick Asnani
Owner/President



**City of West Palm Beach:
Education Campaign Services
RFP No. 19-20-206**

Submitted by:
Cornerstone Solutions

Prepared by:
Rick Asnani, Partner

December 2019

About Cornerstone Solutions (Firm Background):

Cornerstone Solutions is a full-service public affairs, political consulting, research and strategic communications firm that specializes in ballot initiatives and referendums. We have a senior partner in the firm, Rick Asnani, who is considered one of the nation's top consultants for ballot issue campaigns. Cornerstone Solutions delivers smart solutions and proven results for municipal and corporate clients, political candidates, public entities, issue campaigns and trade association groups nationwide.

With over 50 years of combined experience, Cornerstone generates successful marketing and communication campaigns, grassroots initiatives, lobbying programs and community relations approaches, *which have earned the firm national awards and honors*. Cornerstone helps clients develop and implement proactive programs and also navigate contentious campaigns or public issues on local, state, and national levels. We understand both the world of traditional campaigning and how new social media tools on the Internet have redefined modern communications.

Cornerstone has been in business for 15 years. We have gone through three name changes since we started, the most recent in 2014 when Rick Asnani took sole ownership of the company. The firm has always been headquartered in West Palm Beach and our entire staff and management team is located here. Our firm has not been suspended or debarred by any government agency, or involved in any litigation regarding any procurement services. No principal or officer has any prior convictions by the city or any government entity.

Cornerstone Highlights:

- ✓ Experts in Florida election laws.
- ✓ Experienced on how to run information campaigns funded with public funds.
- ✓ Local knowledge of West Palm Beach and Palm Beach County.
- ✓ Extensive local experience in elections and communications programs.
- ✓ Local knowledge of West Palm Beach community leaders, organizations, voters and the local media.
- ✓ Successfully ran the City of West Palm Beach tax abatement public information campaign.
- ✓ Successfully ran the last five Palm Beach Countywide referendums in the last 14 years – all of them required a yes vote for funding approvals.
- ✓ Successfully managed or participated in over 120 ballot issues in the last 25 years.
- ✓ Worked on ballot issues over the last 10 years in Broward, Palm Beach, Hillsborough, Polk, Orange, Seminole, Brevard, Indian River and Collier counties.
- ✓ Knowledge and expertise in organizing town hall, grassroots and community events.
- ✓ Knowledge and relationships with organizing community, business and neighborhood organizations.
- ✓ Cornerstone is based in West Palm Beach, Florida.
- ✓ National experts in issue and referendum campaigns.
- ✓ Experience working in 37 states around the country.

Our Qualifications (Ballot Referenda Experience and Campaign Experience):

- Ballot Issue Experience: Rick Asnani, the partner who would be assigned to your ballot issue campaign has worked successfully on ballot issue campaigns in fifteen states across the country over the last 20 years. Rick has consulted for, run or managed statewide, countywide and local municipal elections. To date Cornerstone has worked on over 120 referendums or initiatives that required a yes or no vote, including over 25 that required a yes vote for a tax or funding increase. Our experience also includes working on hard-to-win races successfully for issues and candidates. We have an impressive 95% win record for ballot issues we have managed.
- Winning YES campaigns: Ballot issue campaigns are not like candidate campaigns. They require a different type of messaging and management that must be combined with traditional campaign strategies and tactics. A yes campaign also requires different engagement practices and our firm has had successes winning campaigns that require voters to take an affirmative yes position on issues – including taxes, fees, transportation, land planning, charter changes or other complex issues.
- Experience Running Issue Oriented Campaigns: We understand how to go from concept to ballot and how to run a winning campaign for referendums on very short notice. Our experience includes writing ballot language, understanding how to run public vs. private funding campaigns and the difference between information and advocacy for legal compliance in Florida. We approach issue campaigns in phases, setting milestones and working to build a coalition, as well as securing endorsements. We can help facilitate information town-hall events, communications like mailers, advertisements and coordinate website, social media and traditional media content.
- Publicly Funded Information campaigns: Florida laws limit the use of public funds to education and information campaigns that do not advocate. They also restrict coordination with any advocacy campaigns and we have expertise working on public information campaigns that comply with State and election laws. The ballot issues for West Palm Beach, the School District, and Broward county were all public education campaigns that required using public funds. We successfully worked with the government agencies to create and distribute materials that complied with all election laws to educate (not advocate) using public funds.
- Polling Experience and Knowledge: Ballot issue campaigns occasionally require polling or market research as part of the community feedback process. Our firm has managed the polling process for many projects. We have in-house pollsters who can work on your project. We recommend using them because they understand how to do accurate research for issue campaigns, have experience working on the yes and no side, and they can be part of the strategy team throughout the course of the campaign. We have a library of over 150 polls and focus groups to bring a wealth of knowledge. Our team of pollsters and our experience will make sure you don't miss anything and can draw from a knowledge base of winning local and national research.

- Campaign Experience: Our ballot campaigns include the 2018 One-mill tax proposal for the school district, and their quarter-mill tax proposal in 2014 and 2012, all requiring countywide approval. We also managed the 2004 Palm Beach County one-penny sales tax campaign, and were part of the team that developed the plans for the 2016 one-penny sales tax in Palm Beach County. Most recently, in 2018 we ran the one-penny transportation sales tax in Broward County and were part of the statewide team running the Vote Yes on Amendment 3 (gaming issue) statewide in Florida. All these passed with a Yes vote. We have also run and won the education campaign for the tax abatement that was on the ballot in West Palm Beach and the undergrounding campaign in the Town of Palm Beach, where we worked as the city's consultants. Our firm has been involved in every countywide campaign on the ballot since 2004 and won them all with a 100% win record.
- Voter and Precinct Data: Cornerstone manages an extensive database of voters in West Palm Beach, including data broken down by neighborhood, demographic and voting propensity details. We can utilize the information to help organize a campaign for communications, early voting, vote by mail and election day turnout. We have created an archive of data in West Palm Beach through campaigns we have been running in every election since 2006, including campaigns for every winning Mayoral campaign in the last 12 years. We have an in-house data management team.

Election Requirements:

- Election Compliance: Cornerstone specializes in election compliance and has an in-house dedicated staff person, Kim LeeBove, who is a para-legal and trained in election laws. We manage campaign reports for candidates, PACs and other committees locally and around the state, and manage all campaign reporting. We can help to manage all necessary paperwork and compliance requirements. In addition, for review of materials we take an additional step to have information reviewed by elections attorneys that provided written approval on all materials. This is an additional step we recommend beyond the review by city staff or city attorneys. This ensures that there is no advocacy related content on the materials published.
- Elections Coordination: Cornerstone works regularly with the city clerk, the county Supervisor of Elections, and their staff on election dates, procedures and deadlines to ensure that the city will be in full compliance and know when important activities (like when ballots are mailed) are going to take place.

Communications Abilities:

- Community Engagement: Cornerstone specializes in grassroots and community outreach. Our firm has established relationships with HOA leaders, community and church leaders, precinct leaders and business or civic leaders that are part of the West Palm Beach Community. As part of our scope of work Cornerstone will have a full-time director managing community presentations in key parts of the city to offer opportunities for staff or an approved campaign speaker to present the details of the bond.
- Endorsements: Public Education campaigns can legally secure endorsements from groups and community organizations, including non-profit groups since it is an issues campaign. We can help create forms and coordinate outreach for endorsements.
- Voter Communications: Cornerstone will help plan, create and implement communications for the education campaign. We coordinate direct mail, phone calls, texting services, door to door, brochure and door-hangers, small or large signs and any similar materials needed.
- Online and Digital Communications: In addition to the above communications, we will work with your team to create any explainer videos, grassroots and endorsement videos, and also work with you on content for the city website, an independent page (if needed) and create and place all online ads for digital content. Our firm can also create and manage all social media content for placement for the campaign on the city's site.
- Media: We can help to coordinate press releases and materials that will need to be presented to the local editorial boards for the press.
- Presentations: Cornerstone specializes in creating presentations such as handouts or PowerPoints that can help to provide a self-guided tour or ensure consistency in local presentations.
- Direct Mail: Cornerstone does design, print, mailing service and voter targeting for all direct mail to voters. We also have the ability to segment data for voters by voting preference.
- Voter Outreach: Cornerstone specializes in voter outreach for vote by mail voters, early voting (in-person) voters and regular election day voters. We will create three types of campaigns to ensure you know who to talk to and when. We also have a grassroots team that can be on-site handing out materials door-to-door, at the precincts and on election day.

Additional Scope of Services:

- Strategic planning, budgeting and timing – we know how to help you create and execute a winning plan.
- Review and refine materials – we have experts and communications specialists, including an archive of materials, forms, samples and resources we can offer.
- Social Media – we have in house managers and people to make recommendations on how to effectively utilize and target social media.
- Data and Analytics – we have in house and partner firms that will be available to help with targeting and outreach.
- Message Development and Management – Understand how to create proper messaging and various tools that they can be delivered with like mail, TV, and online ads.
- Materials and Training – we can help to guide, create or train speakers and staff.
- Coalition Development – we know how to recruit, educate and train leaders and groups to help them engage and be effective.
- Support Services – we can help support your leaders with resources and staffing to ensure they are efficient and effective.
- Coordination – we can work with outside advocacy groups and understand their roles, their needs and how to legally and professionally coordinate the outreach.
- Regular reports and meetings will be a part of the scope and oversight.

Ballot Issue Campaign Recommendations/Proposed Fees:

We understand the budget for the campaign is not to exceed \$80,000. We will work with staff to make recommendations and develop a plan for communications for the budget. Cornerstone will charge a flat fee for our services.

- Consulting and Management Fees **\$ 14,000 (January to March)**
 - Our fees include a partner to consult on all aspects of the campaign, a campaign director who will be assigned to manage communications and a field coordinator who will manage all community events and schedules. The fees also include all compliance coordination.
 - Our fees do not include the cost of the actual information campaign materials you may select like mail, TV ads, postage, printing of materials or legal fees. The budget for these services will be approved by staff and each item will be approved before any funds are expended.

➤ Campaign Budget (Draft):

	TOTAL
Fact Sheets/ Brochure/ PowerPoint/T Shirts/Signs	\$7,000
Consulting / Management / Compliance Services	\$14,000
Grassroots Services / Community Outreach	\$5,000
Online / Digital / E-Communications	\$13,000
Radio / Phones / Mail	\$41,000
Totals	\$80,000

Insurance:

Cornerstone can demonstrate sufficiency to provide the necessary services and provided the required insurance.

Summary:

Thank you for your consideration of Cornerstone Solutions and we look forward to the opportunity to work with you on this project. Please contact us if you need any additional information or references.

References: (see attached)

Palm Beach County School District
 Palm Beach County Children’s Services Council
 Sheriff of Palm Beach County
 City of West Palm Beach, Town of Palm Beach, City of Palm Beach Gardens

**Form A
PROPOSER INFORMATION**

Company Name: Cornerstone Solutions Florida LLC FEIN: 46 - 5565319

State of Incorporation: Attach copy of Letter of Incorporation and/or evidence of authorization to do business in Florida

Address: 9200 Belvedere Road, Suite 202

<small>Street</small>	<small>FL</small>	<small>33411</small>
<u>West Palm Beach</u>	<u>FL</u>	<u>33411</u>
<small>City</small>	<small>State</small>	<small>Zip Code</small>

Telephone: 561-689-9787 Fax: 561-828-0440

Principal Contact Person & Title: Rick Asnani, President

Contact Telephone Number: 561-689-9787 Fax: 561-828-0440

E-Mail Address: Rick@CSTeam360.com

Number of Years Company in Business: 15 years. Total Number of Employees: 8

Office Location which would service account:

Address: 9200 Belvedere Road, Suite 202

<small>Street</small>	<small>FL</small>	<small>33411</small>
<u>West Palm Beach</u>	<u>FL</u>	<u>33411</u>
<small>City</small>	<small>State</small>	<small>Zip Code</small>

Office Telephone: 561-689-9787 Dir: 561-689-9787

Contact Name: Rick Asnani, President
Print name and Title

Cell Phone: 561-719-2117

E-Mail Address: Rick@CSTeam360.com

Total Number of Employees at this location: 8

Contract Contact Person: Kim LeeBove Title Exec. VP

Direct Phone: 561-689-9787

E-Mail Address: Kim@CSTeam360.com

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000072229

Entity Name: CORNERSTONE SOLUTIONS FLORIDA, LLC

Current Principal Place of Business:

9200 BELVEDERE ROAD
SUITE 202
ROYAL PALM BEACH, FL 33411

Current Mailing Address:

9200 BELVEDERE ROAD
SUITE 202
ROYAL PALM BEACH, FL 33411 US

FEI Number: 46-5565319

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WASCH, JOSEPH C
2500 NORTH MILITARY TRAIL
SUITE 465
BOCA RATON, FL 33431 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name ASNANI, PRADEEP B
Address 9200 BELVEDERE ROAD
SUITE 202
City-State-Zip: ROYAL PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PRADEEP B. ASNANI

MGR

04/29/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L14000072229
FILED 8:00 AM
May 05, 2014
Sec. Of State
alunt**

Article I

The name of the Limited Liability Company is:
CORNERSTONE SOLUTIONS FLORIDA, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
6917 VISTA PARKWAY NORTH
SUITE 1
WEST PALM BEACH, FL. 33411

The mailing address of the Limited Liability Company is:
6917 VISTA PARKWAY NORTH
SUITE 1
WEST PALM BEACH, FL. 33411

Article III

The name and Florida street address of the registered agent is:
JOSEPH C WASCH
2500 NORTH MILITARY TRAIL
SUITE 283
BOCA RATON, FL. 33431

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: /JOSEPH C WASCH/

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
PRADEEP B ASNANI
6917 VISTA PARKWAY NORTH, SUITE 1
WEST PALM BEACH, FL. 33411

L14000072229
FILED 8:00 AM
May 05, 2014
Sec. Of State
alunt

Signature of member or an authorized representative

Electronic Signature: JOSEPH C. WASCH

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

REPRESENTATIONS AND DISCLOSURES

RFP No. 19-20-206

STATE OF Florida }
COUNTY OF Palm Beach }

} SS:

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

- 1. No Lobbying. Respondent acknowledges that contact by a Respondent, or anyone representing a Respondent, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division of Office of Equal Opportunity, is grounds for disqualification.
2. Conflict of Interest. Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Respondent has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members.
The existence of any such conflicts of interest will not automatically disqualify any Respondent from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.
3. Authorized. Respondent is authorized to do business under the laws of the State of Florida.
4. Good Faith. Respondent represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.
5. Financial. Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years.
6. Insurance. Respondent certifies that it can provide the insurance coverage specified in the RFP.
7. Business Tax Receipt. Respondent certifies that it can provide the business tax receipt as required by the RFP.
8. Criminal. Respondent certifies that neither Respondent nor any of Respondent's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
9. No Solicitation or Fee. Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.
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13. Ethics. Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency contracts. Respondent and its officers have had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards.

14. 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.

15. 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.

16. 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.

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

18. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

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

Respondent Firm: Cornerstone Solutions Florida LLC

Officer's Name: Rick Asnani Title: President

Signature: 

The Representations and Disclosures were AFFIRMED AND SIGNED before me this 30 day of December 2019

by Rick Asnani (name) as

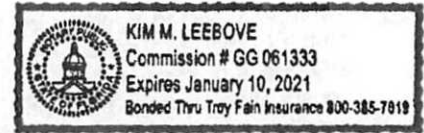
President (title) of

Cornerstone Solutions Florida LLC (Respondent firm), who is personally known to me or produced

N/A as identification.

Notary Signature: Kim M. LeeBove

Print Name: Kim M. LeeBove



Notary Stamp or Commission No. GG 061333

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary Covered Transactions**

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Proposer's Firm: Cornerstone Solutions Florida LLC

Officer's Name: Rick Asnani Title: President

Signature: *Rick Asnani*

Equal Benefits Certification

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

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

Check only one box below:

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

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

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

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

I, Rick Asnani, President
(Print Name of Authorized Officer) (Title)

of Cornerstone Solutions Florida LLC
(Name of Firm)

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

Signature: *Rick Asnani*

STATE OF Florida

COUNTY OF Palm Beach

Sworn to and subscribed before me this 30 day of December, 2019, by

Rick Asnani, as an act of Cornerstone Solutions Florida LLC (firm), who is

personally known to me or produced the following identification: N/A.



Notary Signature: *Kim M. LeeBove*

Print Notary Name: Kim M. LeeBove

Commission No. GG 061333

REFERENCES

Client: School District of Palm Beach County

Contact Person: Michael Burke

Title: Chief Financial Officer

Contact Phone Number: 561-434-8584

Service Location: Palm Beach County(wide)

Service Years: 2012 to 2018

Description: Development of ballot language, campaign plans, budgets, communications materials, voter targeting, social and digital media, text campaigns and election day grassroots coordination for public education campaign for millage tax approval and reauthorizations (3 campaigns countywide). Three Wins.

Client: Town of Palm Beach

Contact Person: Jay Boodheshwar

Title: Deputy Town Manager

Contact Phone Number: 561-313-3321

Service Location: Town of Palm Beach

Service Years: August 2015 to March 2016

Description: Cornerstone managed the undergrounding campaign election for the Town of Palm Beach asking voters to assess a new fee to underground all utilities. The campaign was an education campaign and we helped develop the ballot language, website with search features for fees, all communications materials and ads, voter outreach plans and digital and email campaigns. The issue passed successfully. Won.

Client: Broward County Commission

Contact Person: Gretchen Cassini

Title: Assistant County Administrator

Contact Phone Number: 954-357-7000

Service Location: Broward County(wide)

Service Years: August 2018 to November 2018

Description: Developed and managed a countywide campaign for an education program on the 1 penny transportation surtax for 30 years. The education campaign included creation of a communications plan, targeting, grassroots, mail, phones, texting and election day and early voting targeting. This was a public education campaign and we also managed all compliance. Won.

Client: City of West Palm Beach

Contact Person: Chris Roog

Title: Economic Development Director

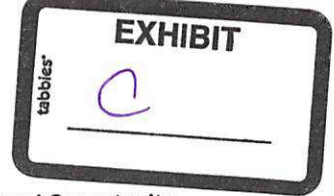
Contact Phone Number: 561-822-1416

Service Location: City of West Palm Beach

Service Years: November 2015 to March 2016

Description: Cornerstone was selected by the City of West Palm Beach to manage the referendum campaign for the tax abatement approval public education campaign. We coordinated all communications, signs, community presentations, website content, PowerPoint presentations, emails, online and grassroots activities. Won.

EXHIBIT C
MWBE Participation



Office of Equal Opportunity
 City of West Palm Beach
 401 Clematis Street
 West Palm Beach, FL 33401-4702
 Tel. (561) 822-2100
 Fax (561) 822-1564

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

Form MB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The MWBE subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified MWBE. Only City of West Palm Beach certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified MWBE selected.

SECTION I. General Information

Proposer's Name: Cornerstone Solutions Florida LLC
 RFP Title: Educational Campaign Services
 RFP Number: 19-20-206

SECTION II. MWBE Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
	Grassroots Services/Community Outreach	\$ 8,000
		\$
		\$
		\$

SECTION III. Information on the MWBE

Small Business Name: Upscale Events by Mosaic

Preparer's Name: Ann Marie Sorrell Title: President & CEO

Signature: *Ann Marie Sorrell* Date: 1/28/2020



Office of Equal Opportunity

City of West Palm Beach
 401 Clematis Street,
 West Palm Beach, FL 33401-4702
 Tel. (561) 822-2100
 Fax (561) 822-1564

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

Form MB01

Statement of MWBE Participation

Instructions: List all MWBEs that will participate on this project/contract. Only City certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's Name: Cornerstone Solutions Florida LLC

Preparer's Name: Rick Asnani Title: President

RFP Title: Educational Campaign Services Project Number: 24597.001

RFP Number: 19-20-206 MWBE Subcontractor Participation: 10 %

Total Base Project/Contract Amount: \$ 80,000

SECTION II. MWBE Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. Upscale Events by Mosaic	Community Outreach	\$ 8,000	N/A %	10 %
2.		\$	%	%
3.		\$	%	%
4.		\$	%	%
5.		\$	%	%
6.		\$	%	%
TOTAL		\$ 8,000	%	10 %

Preparer's Signature: Rick Asnani Date: 1/28/20