

# TOWN OF PALM BEACH



**RFP No. 2018-55**

## **TEMPORARY PERSONNEL SERVICES**

<b>Event</b>	<b>Date</b>
Date RFP Issued	09-02-2018
Due date for proposer questions	9-23-2018
Due date for proposer responses	9-26-2018
RFP Due Date	10-04-2018 at 2:00PM
Start Date	After Town Council Review and Approval

**RFP CONTACT: Eugene M. Bitteker, Buyer**

**No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to [solicitations@TownofPalmBeach.com](mailto:solicitations@TownofPalmBeach.com) or fax (561) 835-4688.**

### **Purchasing Division**

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### **Finance Department**

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**TOWN OF PALM BEACH**  
**RFP No. 2018-55**  
**TEMPORARY PERSONNEL SERVICES**

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#### Advertisement

Proposals for Temporary Personnel Services will be received by the Town of Palm Beach at the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, until **October 4, 2018 at 2:00 P.M.**

Any proposal received after **2:00 p.m. on October 4, 2018**, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

An **original and six (6) copies** must be submitted in sealed envelopes/packages addressed to Eugene M. Bitteker, Buyer, Town of Palm Beach, FL, and marked "**RFP No. 2018-55 – Temporary Personnel Services**". Proposers desiring information for use in preparing proposals may obtain copies of the RFP requirements by visiting the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (click "Doing Business," click "Bids & Requests for Proposals" and follow the instructions). The Purchasing Office is located at 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Email at [Solicitations@TownofPalmBeach.com](mailto:Solicitations@TownofPalmBeach.com); Telephone (561) 838-5406.

Eugene M. Bitteker  
Buyer

**Dated: September 2, 2018**  
**September 9, 2018**

**Published: Palm Beach Post**  
**DemandStar**  
**Public Purchase**



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#### **PART I** **PROPOSAL TERMS AND CONDITIONS**

**1-1 Introduction:** The Town of Palm Beach seeks proposals from qualified firms to provide Temporary Personnel Services for the Town of Palm Beach, Florida. This is a request for interested firms to submit their credentials and qualifications to the Town for consideration to provide annual services.

**1-2 Proposal Submission and Withdrawal:** The Town must receive all proposals by **2:00P.M. on October 4, 2018**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH  
Purchasing Division  
951 Okeechobee Road Suite "D"  
West Palm Beach, FL 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2018-55 – Temporary Personnel Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of one hundred twenty (120) days. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3 Number of Copies:** Proposers shall submit an **original and six (6) copies** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4 Development Costs:** Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-5 Inquiries:** Interested Proposers may contact Eugene M. Bitteker, Buyer, with the Town's

Purchasing Division, by emailing [Solicitations@TownofPalmBeach.com](mailto:Solicitations@TownofPalmBeach.com) or by fax to 561-835-4688 regarding questions about the proposal. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFP, until **ten (10)** days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6 Addendum:** The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to **seven (7)** calendar days before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to acknowledge receipt of addendums may result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Manager through written communication prior to the opening of the proposals.

**1-7 Contract Awards:** The Town intends to enter into an Agreement with one primary Proposer and one secondary Proposer who submit the proposals judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed by appointed staff, the best proposal identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of one hundred twenty (120) days to provide to the Town the services set forth in this Request for Proposals.

**1-8 Contractual Agreement:** This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration

by the Proposer must be attached and enclosed as part of the proposal.

**1-9 Contract Term:** The purpose of the RFP is to enter into an agreement to provide Temporary Personnel Services, beginning upon contract award and renewable annually for up to four (4) additional twelve (12) month periods, for a total potential contract term of five (5) years.

**1-10 Renewal of Contract:** The option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

**1-11 Method of Ordering:** An annual Purchase Order shall be issued for these services. Invoices shall be submitted after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: [Invoices@TownofPalmBeach.com](mailto:Invoices@TownofPalmBeach.com) (Preferred Method).

Terms of payment are net 30 days after services have been completed, invoiced and invoice accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

**1-12 Selection Process:** The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town may determine that it will be desirable to conduct interviews with top ranking firms. However, the Town reserves the right to interview or not interview proposers and to qualify a proposer with or without an interview process.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

**1-13 News Releases:** The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

**1-14 Insurance:** The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All service providers including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of

Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail [risk@townofpalmbeach.com](mailto:risk@townofpalmbeach.com), 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the service provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

Professional Liability (Errors & Omissions) - must maintain professional liability or equivalent errors & omissions liability with limit of not less than \$1,000,000 per occurrence. For policies written on a claims made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, service provider must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

Third party crime coverage is required for temporary staffing positions which have access to money or facilities after hours, to include, but not limited to recreation, dock security and facility maintenance. Coverage shall include but not limited to, employee dishonesty, theft, money & securities, computer fraud, client's property with a limit of liability not less than \$1,000,000.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of



any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

**1-15 Indemnification:** To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**1-16 Licenses:** Proposers, both corporate and individual must be fully licensed in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.



**1-17 Rights and Privileges:** Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

**1-18 Bankruptcy/Insolvency:** At the time of submittal of bid, vendor/firm 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. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Town may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

**1-19 Disclosure and Disclaimer:** Any action taken by the Town 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 Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to deliver, within three (3) business days of Town's request, such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein 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 Town, nor their 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 communications with Town 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 Town 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 Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto

fully acknowledges all the provisions of this Disclosure 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 the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

**1-20 Proposal Contents:** All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

**1-21 Termination by Owner for Cause:** The Committees may terminate the contract in the event:

- a. Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- b. Contractor fails to perform the services required of the Contractor under this Contract;
- c. Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- d. Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by a Committee, the Committee may, with full reservation of, and without prejudice to any other right or remedy the Committee may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. No payments shall be due to the Contractor until the Work is fully and finally completed.

**1-22 Termination for Convenience:**

- a. The Committee may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Committee determines that such termination is in the Committee's best interest. The Committee shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.
- b. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  1. Stop work as specified in the notice.
  2. Complete performance of the work not terminated.

**1-23 Public Entity Crimes:** In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including

predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or found guilty of a public entity crime.

**1-24 Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-25 Palm Beach County Inspector General:** The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

**1-26 Code of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyeethics.com/ordinances-codes.htm>.

**1-27 Lobbying Prohibited:** Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer. Please refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information; <http://www.palmbeachcountyeethics.com/ordinances-codes.htm>.

**1-28 Conflict of Interest:** The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer,

director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

**1-29 Non-Collusion:** Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

**1-30 Cone of Silence:** The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of the Invitation To Bid, RFQ, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm>  
Palm Beach County Registration Ordinance – Effective April 2, 2012 TOWN OF PALM BEACH.

**1-31 Public Records:** Proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. If a Proposer believes that any portion of their response is confidential and/or proprietary, the Proposer must invoke the exemptions to disclosure provided by law in the response to the RFP. The Proposer must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and the specific legal authority of the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified with your firm’s name and the RFP number marked on the envelope.

By your designation of material in your submission as exempt from public records, you agree to hold harmless the Town for any award to a plaintiff for damages, costs or attorney’s fees and shall defend the Town should any legal action occur challenging your claim.

**1-32 Public Record Laws:** In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** Town Clerk, or designee  
Phone 561-838-5416  
Email [records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)



**1-33 RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS:** The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

**1-34 PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the TOWN shall be given “first priority” for all goods and services under this contract. Bidder agrees to provide all goods and services to the TOWN during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a “first priority” basis. Bidder shall furnish a 24-hour phone number to the TOWN in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the TOWN.

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## **PART II** **NATURE OF SERVICES REQUIRED**

### **2-1 PURPOSE AND INTENT**

The Town of Palm Beach, Florida, (hereinafter known as “Town”) is hereby requesting sealed bids from qualified bidders for Temporary Personnel Services. The successful Proposer shall be required to provide the TOWN Temporary Personnel Services.

#### **2-1.1 BACKGROUND**

The Town was incorporated on April 17, 1911 and is located on a barrier island in the eastern part of Palm Beach County. Palm Beach is a fully developed community, world-renowned for its beauty, quality of life and small-town character. It is led by a Council-Manager form of government and provides a full range of municipal services. It is home to “Captains of Industry” and the world famous Worth Avenue. Approximately 9,000 citizens make Palm Beach their year-round home, and about 25,000 more have a seasonal home in Palm Beach where they enjoy the winter months. Together, these residents of Palm Beach donate more money per capita to charities than any other community in America. The Town has an active historic preservation program and strict zoning standards, provides high levels of public safety and public works services, and offers over 3 miles of public beaches and a wide array of recreation programs, including award winning golf and tennis facilities.

The Town has eight departments: Fire-Rescue; Police; Human Resources; Public Works; Recreation; Planning, Zoning & Building, Finance and the Town Manager’s Office.

For more information about the Town of Palm Beach, visit <http://www.townofpalmbeach.com>.

The Town utilized temporary clerical staff in a variety of positions in the past. In fiscal year 2017 (October through September) the Town utilized temporary clerical staff in a variety of positions and the total expenditures were approximately \$79,000. In fiscal year 2018, year to date (October through August), total expenditures were approximately \$75,000. It is neither expressly implied nor guaranteed that the amounts shown will be achieved in the next contract period. Actual expenditures, whether lesser or greater than the amount shown, shall not affect the contracted rates.

## **2-1.2 OVERVIEW**

The Town intends to award one primary contract and one secondary contract. The secondary contractor shall be used in the event the primary contractor is unable to provide the required manpower within the timeframe specified. The fact that there is a secondary contractor does not relieve the primary contractor from performance of its contractual obligations under this contract.

The primary contractor shall assure a suitable placement to a job order as soon as possible (not to exceed 48 hours from the time of the job request), confirming the availability of a suitable placement to report at the required time. In the event the primary contractor is unable to commit to the job request, the Town will cancel the request and place the request with the secondary contractor. The same procedures shall apply to the secondary contractor. The contractor may request additional time if needed. The Town reserves the right to grant or refuse the time extension due to urgency. In the event the primary or secondary contractors are not able to fulfill the request, the Town shall fill the requirement by soliciting other qualified sources.

## **2-2 SCOPE OF WORK**

The Town seeks proposals from firms having experience in providing temporary office staffing services for various departments of the Town. The persons assigned to the Town will be considered employees of the agency and not of the Town. The Town intends to award one primary contract and one secondary contract.

The Contractor shall be required to provide, on an as needed basis, temporary services of employees as they relate to clerical, secretarial, data entry operators, account clerks, and various temporary office services.

### **A. Supervision**

The Town of Palm Beach will designate Contract Coordinators from each department for which services are being provided. The Contract Coordinators shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of the contract is vested in the Contract Coordinators. The Contract Coordinators shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinators.



The Contract Coordinators principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of personnel performance.
- E. Schedule and conduct personnel performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed

## **B. Requirements**

Requirements for performing services are as follows:

- a. The Contractor shall be responsible for testing candidates for software proficiency and other performance related skills, to be provided to the Town upon request. Additionally, the contractor shall conduct a 7-panel drug testing, criminal background check and verification of authorization to work documents of personnel. Successful completion of pre-placement candidate drug testing and criminal background check must be performed no more than 15 days from active placement with the Town. Periodic checks not to exceed 90 days from placement.
- b. Contractor will waive all charges for employees who report to work and are deemed unsatisfactory within the first four hours. If the employee works more than four hours and is then deemed unsatisfactory, the Contractor may bill the Town for all hours worked in the shift.
- c. Hours worked will be reported in whole and quarter hours. Temporary employees shall receive a thirty minute lunch period; however, this will not be paid by the Town.
- d. The Town will not be held responsible for any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to Town employees.
- e. Depending on the length or type of assignment, resumes and interviews may be requested. The Town reserves the right to reject any personnel referred based on job related factors.
- f. The Contractor will provide a weekly summary billing, which shall include the following information, at a minimum:

Date, name of employee, rate of pay, bill rate, and number of hours worked in the period.

Invoices must include signed copies of timecards, which are legible and properly approved by authorized department personnel.
- g. The Contractor shall maintain such financial records and other records as may be prescribed by Federal and State laws, rules and regulations. The records shall be made available during

the term of the contract and a subsequent three year period for examination, transcription and audit by the Town, its designees, or other authorized bodies.

- h. The Contractor shall notify the Contract Coordinator in the event of scheduling delays, or changes relating to the personnel assigned to the Town.
- i. Contractor's employees shall present a neat, clean, well groomed appearance and shall conduct themselves in a respectable manner while performing their duties and while on Town Property.

### **C. Job Titles, Job Descriptions and Minimum Requirements:**

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Coordinator or authorized representative. The firm shall not comply with requests and/or orders issued by other than the Contract Coordinator or authorized representative acting within their authority for the Town.

Samples of job titles, descriptions and minimum requirements:

- a. Clerical/Receptionist: High school or equivalent. General clerical work; light typing, sorts files, distributes mail and answers phone.
- b. Administrative Clerk: High school or equivalent. Shall be proficient in Word. Minimum one-year general clerical work experience, involving public contact. Typing speed of 40 wpm. Responsible for general clerical work. Maintains records and files, prepares routine correspondence, answers phones, operates office equipment, computers, performs data entry and data processing, and acts as a receptionist.
- d. Administrative Assistant: Requires education and experience equal to an Associates Degree (AA) with at least 2 years of applicable experience or a High School diploma with at least 5 years of applicable experience and shall be proficient in Excel and Word. Typing speed of 40 wpm. Provides professional, administrative and technical support functions. Research, compile and analyze data and prepare monthly, annual and special reports and documents. Compile, edit, write and/or proofread data and transcribe minutes. May perform specialized duties for assigned departmental programs consistent with qualifications.
- e. Accounting Clerk: Requires education and experience equal to an Associates Degree (AA), or 60 college credit hours, with at least 3 years of applicable experience, a High School diploma with at least 5 years of applicable experience, or Bachelors degree with at least one (1) year of applicable experience required. Shall be proficient in Excel and Word. Responsible for clerical work involving the preparation and/or maintenance of fiscal or related records. Gathers, assembles, tabulates and checks financial data. Maintains financial and statistical records, compiles reports, operates standard office equipment, and may participate in computing payrolls and posting records.

### **2-2.1 CHARGES/FEES**

The Town shall set the temporary employees' hourly rates for each position based on the Town's hourly rates for the position being filled. The billing rate shall be the sum of the worker's hourly pay

rate plus the Contractor's percent markup. The Town will set the hourly rate at the time of hiring of each temporary employee; the contractor shall agree on the employee's hourly rate as established by the Town.

The Town will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of the Town as a result of being hired by the Town after application for a permanent position.

### **2-3 TOWN CONTRACT COORDINATOR**

The Town will assign a Contract Coordinator for this project. After the Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator at Town of Palm Beach, with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

### **2-4 DESIGNATED PERSONNEL**

The successful contractor shall designate the personnel to be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the Town shall have the right to specify those key project personnel for whom the successful contractor shall not be allowed to substitute other personnel without prior written permission of the Town.

### **2-5 SUBCONSULTANTS**

The Town encourages the use of sub-consultants in various fields of expertise and experience in order to establish the team(s) with the most comprehensive resources to provide all of the services discussed herein. All proposed sub-consultants shall be included in the submittal and their qualifications and utilization presented in detail. The Town reserves the right to approve all sub-consultants hired by the Consultant and/or to require the Consultant to dismiss a sub-consultant, upon request.

### **2-6 CONTRACT**

The selected Proposer will be expected to enter into a formal agreement at the time of contract award.

The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

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## PART III PROPOSAL REQUIREMENTS

### **3-1     RULES FOR PROPOSALS**

Proposer shall submit **one (1) original and six (6) copies** in a clear, concise format on 8½ " x 11" paper, in English. **The proposal should contain tabbed sets in the same order as the information requested below to be considered for award.** Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### **3-2     SUBMISSION OF PROPOSALS**

Proposals must be submitted in a sealed envelope/package clearly marked with the name and address of the proposing firm and the following: **"RFP No. 2018-55 – Temporary Personnel Services"**. An **original** (so marked) and **six (6) copies**, to include the following, should be submitted for a proposing firm to be considered:

**(TAB 1) Title Page** This section should minimally include a Title page with the firm's name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

**(TAB 2) Table of Contents** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

**(TAB 3) Transmittal/Introduction Letter** Transmittal/Introduction letter should be included to introduce the Company with the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable.

This letter will summarize in a brief and concise manner that the Proposer understands the scope of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one-hundred and eighty (180) days and a statement acknowledging receipt of each addendum issued by the Town, if any. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

This letter shall include Operational Information.

**(TAB 4) Detailed Technical Proposal** The detailed proposal should provide the information requested and address all of the points outlined in this Request for Proposal. The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

Proposers shall submit the following information as described in this section:

- A) A list of types of job specialties offered by your company
- B) Resources that you utilize to recruit staffing personnel
- C) Typical size of personnel pool your company maintains, per job specialty
- D) Assessment programs, methods your company utilizes to evaluate candidates' skills

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal

**(TAB 5) Financial Information** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response. The information provided will be used to rate the financial resources and capabilities of your firm (refer to the Evaluation Criteria section). If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.

**(TAB 6) Variations/Exceptions** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services, along with any exceptions or variations to any section of the proposal.

**(TAB 7) Litigation Statement** A statement that no litigation or regulatory action has been filed against your firm in the last three (3) years should be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last five years.

**(TAB 8) Experience** Provide a minimum of three (3) references, for which the Proposer has performed (or is currently performing) work, similar in nature and size, as the project described herein within the five (5) years prior to the RFP due date. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met. The proposal shall include information regarding past performance, including the total number of similar clients successfully served. Proposals will only be considered from experienced qualified

firms. Provide information on proposed staffing levels and resumes of all persons who will be involved in the business and the actual operations. Letters of Commendations or Recommendation may be included in this section.

Provide a list of all current contracts and schedule requirements.

**(TAB 9) Cost Detail** Complete Proposal pages and attach fee schedule for the services and any other documents as requested.

**(TAB 10) Forms** Executed copies of the following: Proposers Qualifications, Drug Free Workplace, References, Sub Contractor List and Insurance verification.

The insurance requirement designated in this RFP indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the proposal, the COI must be submitted within three business days of Town's request. Proposer may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the RFP.

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## **PART IV** **EVALUATION OF PROPOSALS**

**4-1 EVALUATION AND AWARD** - The Town will select proposals deemed most qualified based on the submittal criteria. The Town will select, based on responses to this RFP, one proposer to perform the program. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

**4-2 SELECTION COMMITTEE** - A Selection Committee will convene, review and discuss all proposals submitted. The Purchasing Manager or designee will chair the committee.

**4-3 REVIEW OF PROPOSALS** - The Selection Committee will use a point/percentage formula during the review process to score proposals.

**4-4 EVALUATION CRITERIA** - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria as specified, herein.

**4-5 INNOVATIVE CONCEPTS AND RECOMMENDATIONS** - Any innovative concepts and recommendations for expansion of services or to enhance the quality of services to the Committees that the Proposer considers pertinent for consideration should be included in the proposal.

**4-6 SELECTION** - Selection and award of contract shall be done in accordance with the statutes of the State of Florida and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. The Town will negotiate pricing with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the Proposer, and a thorough review of all references provided based upon criteria set forth herein.

**4-7 ORAL PRESENTATIONS** - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation and participate in interviews. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. If oral presentations are requested, evaluations of firms will be based upon the original proposal evaluation criteria.

**4-8 FINAL SELECTION** - The Selection Committee will submit the recommended award to the highest ranked proposer (with all proposers in ranked order). The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

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## TOWN OF PALM BEACH

RFP No. 2018-55

### TEMPORARY PERSONNEL SERVICES

### COST PROPOSAL PAGES

Percent of Markup over the hourly rate	_____ %
Other fees/charges (explain)	\$ _____

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

**\*SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

*Printed*

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

*Legally registered name*

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

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Dun Bradstreet #: \_\_\_\_\_

**\*Failure to affix signature may result in disqualification of proposal**

Name of Company Representative: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E Mail: \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for Proposals:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

## **PROPOSER'S CHECKLIST**

All proposals shall include the Town provided forms. Failure to do so may cause the proposal to be rejected. All blanks on the forms must be completed. Supplemental information may be attached to the forms. This list is not meant to be all-inclusive of all items required.

Is a Title Page included?	Yes	No
Is a Table of Contents provided?	Yes	No
Have 5 copies been provided?	Yes	No
Transmittal/Introduction Letter submitted?	Yes	No
Technical Proposal Section with Qualifications & Approach?	Yes	No
Variations/Exceptions Section?	Yes	No
Litigation Section?	Yes	No
Proposer's Experience Section with 3 References?	Yes	No
Minimum 3 clients shown?	Yes	No
Staffing levels been explained?	Yes	No
Qualifications of personnel provided?	Yes	No
List of Current Contracts and Schedule Requirements?	Yes	No
Cost Proposal completed with fee schedule?	Yes	No
Proposer's Qualifications Form submitted?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Is Drug-Free Workplace Certification form submitted?	Yes	No
Is Professional References form submitted?	Yes	No
Do References include current clients?	Yes	No
List of Subcontractors provided?	Yes	No
Verification/acknowledgement of insurance capabilities?	Yes	No
Are all proposal pages signed?	Yes	No
Are addenda acknowledged?	Yes	No



## TOWN OF PALM BEACH

RFP No. 2018-55

### TEMPORARY PERSONNEL SERVICES

#### PROPOSER'S QUALIFICATIONS

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

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

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

City, State, Zip: \_\_\_\_\_ Phone \_\_\_\_\_ Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:  
\_\_\_\_\_

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: \_\_\_\_\_ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: \_\_\_\_\_ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name \_\_\_\_\_ Percentage of Interest: \_\_\_\_\_

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

**Note:** Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**TOWN OF PALM BEACH**  
**RFP No. 2018-55**  
**TEMPORARY PERSONNEL SERVICES**

**LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE**

The following is a list of at least **five (5)** current (within last five years) and pertinent professional references (preferably public entities) that the Town can contact in relation to Proposer's Proposals, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

2. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

3. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

4. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

5. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

Company Name: \_\_\_\_\_ Additional references may be provided by attachment.



## TOWN OF PALM BEACH

RFP No. 2018-55

### TEMPORARY PERSONNEL SERVICES

#### **DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
3. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by \_\_\_\_\_ the  
(Individual's Name)***

\_\_\_\_\_ of \_\_\_\_\_  
**(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



## TOWN OF PALM BEACH

RFP No. 2018-15

### TEMPORARY PERSONNEL SERVICES

#### **LIST OF PROPOSED SUBCONTRACTORS**

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. If no subcontractors are proposed, state "None" on first line below.

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_



## TOWN OF PALM BEACH

RFP No. 2018-55

### TEMPORARY PERSONNEL SERVICES

#### EVALUATION CRITERIA

Criteria	Weight
<b>Qualifications and Experience/Ability of Professional Personnel/Financial</b> <ul style="list-style-type: none"><li>•Expertise of human resources</li><li>•Qualifications &amp; experience of the firm relevant to the Scope of Work</li><li>•Availability of qualified personnel</li><li>•Ability to meet set standards</li><li>•Previous contracting experience with the Town and other governmental agencies</li><li>•Evidence of insurance and/or bonding capacity</li><li>•Financial information</li></ul>	25%
<b>Quality of Services</b> <ul style="list-style-type: none"><li>•Conveyance of a willingness to work with Town staff to maximize resources</li><li>•The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully</li><li>•High quality level of services to be provided to Town</li></ul>	20%
<b>Technical Approach to the Project/Scope of Work</b> <ul style="list-style-type: none"><li>•Understanding of Town needs</li><li>•Technical Soundness of the proposal</li><li>•Applicability of the services offered</li><li>•Meeting the Town's operational requirements</li></ul>	20%
<b>Fee</b> <ul style="list-style-type: none"><li>•Percentage of Markup over hourly rate</li><li>•Any other Costs</li></ul>	30%
<b>Other</b> <ul style="list-style-type: none"><li>•Overall completeness, clarity and quality of proposal</li><li>•Location of firm</li></ul>	5%