

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Summary

Name: RFP No. 2021-06 Retail Study for Town of Palm Beach

Select type of contract: Services

This is a test solicitation: No

Activate lots: No

Reference number: 2021-06

Short description: **General Information about this solicitation:**

The Town of Palm Beach (the "Town") is requesting proposals from qualified firms to assist the Town in its understanding of its economic retail market potential and efforts for its existing commercial areas (the "Study Areas"). The Town wants to be strategic in its economic development planning pursuits as well as their business recruitment and retention efforts via realistic recommendations. The Town would like to better understand market trends and best practices for fostering a diverse, resilient economic environment for the Study Areas via zoning and development review policies and procedures. We encourage the consultant to look creatively at the Study Areas and to consider a wide range of options. The consultant will be charged to propose realistic options with possibilities for implementation.

The consultant will assist the Town by formulating a strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether parcel/unit sizes, traffic flow/circulation/patterns and access can accommodate targeted tenants and uses, retailer site requirements, and the overall market viability to support the proposed uses.

Award will be made to the Proposer which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

Please click on "Participate" button at the bottom of this page to download solicitation package and to get started.

PRE-PROPOSAL CONFERENCE

A "NON-MANDATORY" pre-proposal meeting will be held on:

Date/Time: December 22, 2020 at 10:00 AM.

*******This pre-proposal meeting will be conducted via virtual conference. For directions to join please see instructions attached "GO TO MEETING"*******

Send any questions in writing before the start of the meeting so that the Town can ensure all questions are addressed. These questions can be sent to dbasha@townofpalmbeach.com.

Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

QUESTION DEADLINE

The deadline for questions is seven (7) CALENDAR DAYS before the end of the Offer Phase (due date).

Questions should be submitted through this software platform using the Question & Answer feature.

The Town may provide written addenda up to five (5) calendar days before the date fixed for receiving the bid proposals.

SELECTION COMMITTEE MEETING

Consensus Meeting will be held on January 25, 2021 at 10:00 am. Meeting will be virtual through Go To Meeting platform, please see attached instructions.

If the Selection Committee calls for Oral Interviews, purchasing will invite vendors directly with time/day. Tentative interview date is January 29, 2021.

DESIGNATED PROCUREMENT REPRESENTATIVE

The Designated Procurement Representatives for this Solicitation is:

Duke Basha
Assistant Purchasing Manager
email: dbasha@townofpalmbeach.com
Direct phone: (561) 227-7001

All communications regarding this solicitation shall be handled only by Town Purchasing Representatives.





ASSISTANCE & SUPPORT

Attached below is a file titled 'Getting Started in Negometrix - Supplier Guide'. Suppliers may also contact the Negometrix support desk at the number provide

NEGOMETRIX SUPPORT CONTACT:

(Technical) Assistance (Mon - Fri: 8 am to 6 pm)
Negometrix Service Desk
Telephone: (724) 888-5294
Email: servicedesk.us@negometrix.com

Attached description file(s):

 How to register on Negometrix.pdf 442 Kb	Download	Preview
 NEGOMETRIXGettingStarted.pptx 1717 Kb	Download	Preview
 Pre-Proposal Conference- Go To Meeting instructions .pdf 179 Kb	Download	Preview
 SELECTION COMMITTEE MEETING- Go To Meeting Instructions.pdf 37 Kb	Download	Preview

Internal description:
(Only visible to buyers)

Procedure

Procedure: ☐ Sealed with Preselection
☒ Sealed without Preselection
☐ Unsealed
☐ Ongoing selection phase
☐ Qualification System

Separate opening of vault No
(Selection phase):

Offset time between end of offer phase and visibility of offers: No

Evaluate questionnaire without price visibility (after completing the evaluation of the questionnaire, price will then be visible): No

Best and Final Offer Phase (allows for adjustment after offer phase): Yes

Quotation method: Single bid

Cancel Solicitation: No

Approval

Ask for approval: No

Other options

Allow multiple offers: No

Anonymous buyer contact: No

Show names of suppliers that started to fill out the questionnaire: No

Activate Question & Answer module: No

Currency: US dollar

Set total estimated value: No

Activate solicitation terms & conditions: No

Activate 'Specific data' tab within 'Settings': No

CPV-Codes

Solicitation Commodity Codes: **NIGP Codes**

91820 Business Consulting, Small

91821 Business Consulting, Large

91849 Finance/Economics Consulting

95605 Business Research Services

95816 Business Management Services

96110 Business Plan Development Services

Publication of this solicitation

Communities

No communities available

Publish Solicitation

Authority

Status

Participation button for suppliers

Negometrix3

Not published on Negometrix3

Disabled

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Study Price

#	Name	Price
1	Task 01 Retail Market Analysis	
2	Task 02 Economic Development Strategy	
Total		
<div>Editable by supplier</div>		

Comment:

Cost

An engagement proposal with an all-inclusive not-to-exceed cost estimate for completion of the assignment and the work program proposed (such a figure to include all estimated out of pocket costs) and a listing by category of all anticipated out of pocket expenses. In addition, hourly rates for additional work or services that may be deemed necessary at a later date.

* Please add a document with any additional cost and hourly rates for any additional work as needed.

INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS

IS-1. **Acceptance** – Submission of a Response to this Solicitation Package affirms acceptance of these Instructions & General Conditions. Any questions related to these Instructions & General Conditions shall be directed to the Purchasing Division using the method indicated in these instructions. Any questions must be submitted and resolved prior to submission of a response. Exceptions to these Instruction & General Conditions are not permitted.

IS-2. **Addendum** – The Purchasing Division may issue an Addendum to this solicitation which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between the Solicitation Package and any addenda, the last addendum issued shall prevail.

It is the Proposers responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to acknowledge having reviewed the addendum within the solicitation system. Failure to acknowledge the addendum may cause the Submittal Package to be deemed non-responsive and not be considered for award.

IS-3. **Additional Information/Questions** - Any communication or inquiries are to be made in writing to the attention of the Purchasing Representative identified in the Solicitation Package no later than **SEVEN (7) CALENDAR DAYS** prior to the solicitation due date. Oral answers given by anyone shall not be authoritative. Proposers must submit their questions electronically through the online e-Proposal/RFP/Q system. The Town reserves the right to not answer questions received after the deadline for questions. Should a late question be deemed substantive by the Town the Town may issue an Addendum to answer the question and extend the due date and time for Solicitation Submittals.

IS-4. **Additional Terms** – When submitting your response do not attach any forms, proposals or documents which may contain terms and conditions of the Proposer. Inclusion of additional terms and conditions which may be on your company's standard forms, shall result in your response being declared non-responsive and rejected, as these changes will be considered a counteroffer to the Town's solicitation. Should a Proposer wish to propose terms & conditions different than those provided by the Town they must be listed as an Exception and included in the place provided to list Exceptions.

IS-5. **Applicable Laws** – Proposers are advised all Town Agreements and documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable Town Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Proposer and the Town for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.

IS-6. **Award** – Award may be made to the Proposer which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

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 six (6) months to provide to the Town the services set forth in this Request for Proposals.

IS-7. **Availability of Funds** – The obligations of the Town under this award are subject to the availability of funds lawfully appropriated by the Town Council.

- IS-8. **Availability of the Platform** – All responses to this solicitation must be submitted electronically through the e-Proposal/RFP Platform. Should there be any technical issues with the Platform (not user/Proposer issues) that prevents any Proposer from submitting a response within the two (2) hours immediately before the due time, the solicitation Platform provider (Negometrix) and affect all participating Proposers. The Town shall verify the technical issue or unavailability of the Platform with Negometrix, the system provider. Technical issues localized to a single Proposer will not be considered cause for an extension.
- IS-9. **Bankruptcy/Insolvency** - At the time of submittal of Proposal, 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.
- IS-10. **Binding Offer** – The submission of a Submittal Proposal Package to this Request for Proposal will constitute an incontrovertible representation by Proposer that Proposer has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Proposal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Proposer through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Proposer Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated.
- IS-11. **Binding on Successors and Assigns** - This Contract shall inure to and be binding on the heirs, representatives, successors and assigns of the Town and the Contractor, although Contractor may not assign this Contract or any right hereunder (except to the extent of any payments earned for purposes of collateral assignment to lenders) absent the prior written consent of the Town. Contractor acknowledges that the Town has entered into this Agreement with the Contractor after an extensive competitive Proposals process and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the Town may withhold the consent to assignment referred to in this subsection for any reason the Town deems appropriate in its sole and unfettered discretion.
- IS-12. **Cancellation of Solicitation** – The Town reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the Town. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- IS-13. **Certifications** - When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Proposal and must be in the name of the vendor shown on the Proposal Proposal page.
- IS-14. **Certification of Proposer** – Submitting a Submittal Package in response to this Solicitation Package, in addition to electronically accepting receipt of the Solicitation Package, certifies the Proposer's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Proposer's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
- IS-15. **Changing of Forms** – If the Town discovers any Town provided forms submitted by a Proposer in response to this solicitation have been altered the Town may, at its discretion, disqualify the Proposer and not consider their response for award.
- IS-16. **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.palmbeachcountyethics.com/ordinances-codes.htm>.
- IS-17. **Codes of Regulation** - The vendor must strictly comply with all Federal, State and local building and safety codes.
- IS-18. **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 Instructions & General Conditions-RFP ToPB

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.

- IS-19. **Contract Term** – The purpose of the RFP is to enter into an agreement to provide Marina Marketing Services, during final build of the new Town Marina as agreed to by the Town and the Contractor.
- IS-20. **Town is Tax Exempt** - The Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The Town will provide a tax exemption certificate upon request. Contractors doing business with the Town are not exempt from paying sales tax to their Proposers for materials to fulfill contractual obligations with the Town, nor shall any contractor be authorized to use any of the Town's Tax Exemptions in securing such materials.
- IS-21. **Collusion Among Proposers** - Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- IS-22. **Communication Restriction (Cone of Silence)** – All Proposers are prohibited from indirectly or directly communicating with any member of the Town of Palm Beach to include the Town Council, Town Manager, Town of Palm Beach staff members or consultants to the Town of Palm Beach for the project. Proposers may only communicate with Designated Purchasing Representative identified in the Solicitation Package regarding the solicitation, their submittal package, Town's Notice of Recommendation for Award, or Town's Intent to Reject (if applicable) at any time prior to the Formal Award. Any such contact prior to the Formal Award shall be cause for rejection of your submittal. The Cone of Silence begins when the ITB, RFP or RFQ is issued and ends when the actual award/rejection by Town Council is made, if the amount is greater than \$65,000. Otherwise, the end date is when the Town Purchasing Manager makes the recommendation to actually award/reject.
- IS-23. **Compliance with Occupational Safety and Health** - Proposer certifies that all material, equipment, etc., contained in his/her Proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.
- IS-24. **Conflict of Interest** - The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all respondents must disclose the name of any Town of Palm Beach employee who owns, directly or indirectly, an interest of five (5) percent or more of the Proposers company or any of its branches.
- IS-25. **Contents of the Solicitation Package and Proposers Responsibilities** – It is the responsibility of the Proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Proposer will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.
- IS-26. **Contingent Fees Prohibited** - The Proposer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure any resulting Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the Town will have the right to terminate any resulting Contract without further liability and at its discretion, deduct from the contract price,

or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of any resulting Contract.

IS-27. **Copeland "Anti-Kickback" Act** - The Proposer must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

IS-28. **Cost of Preparing Response** - All costs incurred by the Proposer for preparation and submittal of a response to the solicitation will be the sole responsibility of the Proposer. The Town of Palm Beach shall not reimburse any Proposer for any such costs.

IS-29. **Definitions**

- 29.1. **Addendum:** An official change or revision to a Solicitation Package issued in writing by the Purchasing Division. An Addendum will be published through the Platform.
- 29.2. **Proposal, Offer, or Response:** Shall refer to any Proposal, offer, or response submitted in regard to this Solicitation that if accepted would bind the Proposer to perform the resultant Contract.
- 29.3. **Commodity:** A marketable item produced to fulfill a need or want, and references both goods and services. More specifically the product or service requested in this solicitation.
- 29.4. **Contract:** The Agreement to provide the Commodity(s) set forth in this solicitation.
 - 29.4.1. **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a Town purchase order.
 - 29.4.2. **Performance of Services** – The contract will be comprised of the Agreement between the Town and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 29.5. **Contractor:** The vendor to whom Contract award has been made. Used when conditions or responsibilities apply only to the awarded Contractor.
- 29.6. **Town:** Shall refer to Town of Palm Beach, Florida.
- 29.7. **Formal Award:** Is defined as the Town Commissions approval of the solicitation award, or lacking Town Commission approval, issuance of a Notice of Award document or the issuance of a Purchase Order to the awarded Proposer.
- 29.8. **In Writing** - Writing is any mode of representing or reproducing words in a visible form. To include electronic and technological methods for the representation of words.
- 29.9. **Invitation for Proposal (IFB):** Shall mean the Online Solicitation, including any Addenda, published through the Town's Platform used to communicate Town requirements to prospective Proposers and to solicit Responses from them.
- 29.10. **Language:** The Town has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Town. A deviation is material if, in the Town's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 29.11. Solicitations Issuance is based upon an ONLINE SOLICITATION SYSTEM at www.negometrix.com to post Solicitation opportunities and Solicitation Packages.
- 29.12. **Owner:** Shall refer to Town of Palm Beach, Florida.
- 29.13. **Platform:** The Town's Internet based online solicitation system (e-Proposal/RFx) is identified as and located at www.negometrix.com (Provider). The Platform is utilized by the Town and the Proposers to: 1) Allow Proposers to register and manage their company records, 2) Town posts and issues Town Solicitation Packages for Proposers from inception to award of a Solicitation, 3) Allows Proposers to submit a response online, electronically, through the Platform, 4) Allows Proposers to view all public record documents related to an Online Solicitation. May also be referred to as e-Proposal/RFx System, or System.
- 29.14. **Pricing Sheet:** The area within the Platform that Proposers will provide their pricing response for the Solicitation. Also known as Schedule of Proposal Items.
- 29.15. **Purchase Order:** The Town's document to a Proposer formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. For formal solicitations the Purchase Order will incorporate the Terms & Conditions of the solicitation.
- 29.16. **Responsible:** Refers to a Proposer that has the capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 29.17. **Responsive:** Refers to a Proposers Submittal Package or response when the Submittal Package conforms to

- the instructions and format specified in the Solicitation Package.
- 29.18. **Proposer:** A general reference to any entity responding to this solicitation and must be the party entering into the Contract with the Town; also includes Proposer, contractor, company, respondent, vendor, etc.
- 29.19. **System:** See *Platform*.
- 29.20. **Solicitation:** See *Solicitation Package*.
- 29.21. **Solicitation Package:** Will mean the group or collection of information that constitutes the information detailing the solicitation requirements and requesting responses, Proposals, offers or submittals from eligible Proposers. The information may be in the form of electronic documents, files and information contained within data fields in the Platform. Solicitations may be in the form of a Request for Quote, Invitation for Proposal, request for Proposal, Request for Qualifications or Invitation to Negotiate. Also referred to as a Solicitation.
- 29.22. **Submittal Package:** The Submittal Package is defined as a Proposers submittal or response to all Solicitation Package Requirements as stated in the Platform. All areas requiring a response must be completed by the Proposer, failure to do so may result in the Proposers Submittal Package being deemed non-responsive and not considered for award. Also known as Solicitation Response, Proposal, Offer, or Response.
- IS-30. **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.

- IS-31. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Town of Palm Beach Purchasing Manager shall be final and binding on both parties.
- IS-32. **Discounts** - Proposers may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for Proposal evaluation purposes unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the Proposal evaluation in the unit prices Proposal.

- IS-33. **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
- IS-34. **E-Verify** - The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.
- IS-35. **EEO Statement** - TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability
- IS-36. **Eligibility** – It is the policy of the Town to encourage full and open competition among all available qualified Proposers. All Proposers regularly engaged in the type of work specified in the solicitation are encouraged to submit responses. Eligibility requirements for contract award are:
- 36.1. Have NO delinquent indebtedness to the Town of Palm Beach or other federal, state, or municipal agencies;
 - 36.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
 - 36.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 36.4. Be able to comply with the required or proposed delivery or performance schedule;
 - 36.5. Have a satisfactory record of performance. Proposers who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 36.6. Proposers performing work for the Town at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the Town's designated representative. Previous award of work does not guarantee future award(s). The Proposers must perform satisfactorily and professionally on all Town work undertaken;
 - 36.7. Have a satisfactory record of integrity and business ethics;
 - 36.8. Be properly licensed by the appropriate regulatory agency for the work to be performed;
 - 36.9. Not have any previous investigations where the Proposer was found at fault and penalized; or current investigations where disposition is pending by the regulatory agency responsible for licensing Contractors; and
 - 36.10. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- IS-37. **Electronic Submission of Responses** – All references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the “Submit” button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within the Town's Platform. The Proposer agrees that the action of electronically submitting its response constitutes:
- 37.1. an electronic signature on the response, generally,
 - 37.2. an electronic signature on any form or section specifically calling for a signature, and
 - 37.3. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
 - 37.4. an affirmative acknowledgement that any employee submitting the response under the Proposers account has been authorized to submit such a response.
- IS-38. **Electronic Posting of Solicitation Package.** The Town's **ONLY** official outlet for publication and posting of Town of Palm Beach solicitations is on the Negometrix Platform. The Platform is the only place the Town will post solicitation information, addendums, question & answer and contract related information. The Town will not honor or verify information redistributed or reposted by other entities on other Internet sites. Proposers relying on such 'second hand' information will do so at their own risk and of no consequence to the Town.
- IS-39. **Execution of Contract** – The Proposer to whom the Town intends to award a Contract will be required to execute a Contract document within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver such executed instruments as instructed to the Town of Palm Beach Purchasing Division. The Town expects the Proposer to execute all Contracts by electronic signature through a system provided by the Town.

- IS-40. **File Uploads** – All electronic files uploaded must be in a common format accessible by software programs the Town uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or .pptx), or Adobe Portable Document Format (.pdf.). Proposers will not secure, password protect or lock uploaded files; the Town must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the Town to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The Town may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- IS-41. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any Contract(s) resulting from this Solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida, in the event that a suit is brought for the enforcement of any term of the contract(s) or otherwise relating to any contract(s) or these Instructions to Proposers and General Conditions, and any addenda.
- IS-42. **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 very 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.
- IS-43. **Late Submittal Packages** – Submittal Packages received in hard copy format or delivery by other electronic means made after the established due date and time will be deemed late and non-responsive. Late Submittal Packages will not be considered for award. Late Submittal Packages received and in the possession of the Town will remain the property of the Town and will not be returned to the Proposer. The Platform will not allow Proposers to submit a Submittal Package after the established due date and time has passed.
- IS-44. **Licenses and Permits** - When applicable, it shall be the responsibility of the successful Proposer to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.
- IS-45. **Liquidated Damages** - Failure to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the annual contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.
- IS-46. **Lobbying Prohibited** - Proposers are not to contact or lobby any Town personnel 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.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information:
<http://www.palmbeachcountyethics.com/ordinances-codes.htm>

IS-47. **Legal Requirements** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

(a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

(b) Identical Tie Proposals/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie Proposals are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie Proposals.

(c) 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 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, Proposer, 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 (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

IS-48. **Mistakes In Submittal Package**

- 48.1. Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- 48.2. Mistakes Where Intended Correct Price is Not Evident - If within twenty four (24) hours after submittal packages are opened, any Proposer files a duly signed written notice with the Town, through the office of the Purchasing Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Purchasing Manager may reject their submittal package response. Thereafter, the Proposer will be disqualified from further participating on the subject contract.
- 48.3. Mistakes Where Intended Correct Response Is Evident - If the mistake and the intended correct price are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extending unit prices, mistakes in totaling line item extended prices to the total price, and arithmetic errors. Mistakes in unit prices **WILL NOT** be corrected.
- 48.4. Unit prices shall prevail in the event of an error in the Proposer's Submittal Package.
- 48.5. Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding Proposers. Material substance is defined as any portion of a Proposer's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.

IS-49. **Offer Phase** – Within the Platform the Offer Phase is the time period that Proposers can submit a response to the solicitation. The Offer Phase has a beginning date and time and an ending date and time. The ending date and time of the Offer Phase is the deadline for all responses to the solicitation (a/k/a Proposals). The Platform will not allow Proposers to submit responses after the Offer Phase has closed.

IS-50. **Non-Collusion** - Proposer certifies that his 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.

IS-51. **Material Safety Data Sheets** - In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this Proposal. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

IS-52. **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.

IS-53. **Pre-Solicitation Conference / Site Visit** – If a pre-solicitation conference / site visit (meeting) is specified on the information page of the Solicitation Package it will also indicate the attendance requirement as mandatory or non-mandatory. The Town reserves the right to change the attendance requirement through the issuance of an Addenda if it is found to be in the best interest. This would typically be done if there was very low or no attendees at a Mandatory meeting.

53.1. **Mandatory** - If the meeting is stated to be Mandatory, Proposers interested in submitting a Response MUST attend the meeting and be represented on the Attendee Sign-in Sheet under the same name as the Submittal Response will be submitted under.

53.2. **Non-Mandatory** - If the meeting is stated to be non-mandatory, attendance by Proposers interested in submitting a Response is optional. However, Proposers are responsible for familiarizing themselves with the project and the site conditions if applicable. A non-mandatory meeting does not excuse the Proposers from visiting the site if it is required to become familiar with the project and the conditions.

IS-54. **Protests** – Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at 951 Okeechobee Rd, Suite D., West Palm Beach, FL 33401, no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests submitted by electronic mail are acceptable. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the Town of Palm Beach Purchasing Manager shall be final.

IS-55. **Payments** - Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and 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.

IS-56. **Palm Beach County Inspector General** - The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any 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 contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors 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

IS-57. **Price Quoted** - Proposer warrants by virtue of Proposal that prices shall remain firm for a period of hundred and twenty days (120) days from the date of Proposal opening or time stated in Special Conditions.

IS-58. **Pricing** - The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance

with negotiated pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination

IS-59. **Price Delivery** - Price quoted must be the price for new merchandise and free from defects. Any Proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the Proposal specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the Proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this Proposal are to be made during the normal working hours of the TOWN. Time is of the essence and the Proposer's delivery date must be specified and adhered to. Should the Proposer, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

IS-60. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Proposal Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Proposal Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, Proposer, 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IS-61. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all responses to this solicitation including FSS 119.071(1)(b).

61.1. FSS 119.071(1)(b) – General exemptions from inspection or copying public records. Sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after Proposal or proposal opening, whichever is earlier. If an agency rejects all Proposals or proposals submitted in response to an invitation to Proposal or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to Proposal or request for proposals, the rejected Proposals or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to Proposal or Request for Proposal or until the agency withdraws the reissued invitation to Proposal or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The Town shall disclose information in accordance with the applicable public records law.

61.2. Contractor Responsibility:

61.2.1. Keep and maintain public records required by the public agency to perform the service.

61.2.2. 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.

61.2.3. 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.

61.2.4. 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.

61.2.5. **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 at:**

Phone 561-838-5416 or Email records@townofpalmbeach.com

IS-62. **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.

IS-63. **Qualifications of Respondents** - The Town of Palm Beach reserves the right before awarding the contract, to require the Proposer to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

63.1. The Proposer is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to a Proposal thereby if awarded the Contract. Ignorance of legal requirements on the part of the Proposer will in no way relieve him of responsibility.

63.2. Any Proposer may be required to show to the complete satisfaction of the Town that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

63.3. Proposer must possess any and all required licenses to perform and complete the work necessary in this project. The Proposer must be licensed at the time of submitting their Proposal and the license must be in effect for the entire period of the project.

IS-64. **Questions and Answers** – All answers to questions of substance will be publicly published within the Platform. Proposers are required to review all questions and answers within the solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation or any Contract resulting from this Solicitation.

IS-65. **Responsibility of Proposer to Inform Himself as to All Conditions Relating to Project** - The respondent, by and through the submission of his Response, agrees that he will be held responsible for having examined the site if applicable to this Solicitation.

IS-66. **Responsiveness (Solicitation Responses)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective solicitation response will be submitted formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The Submittal Proposal Package must demonstrate to the Town that the respondent is highly qualified with regard to each requirement in the solicitation.

IS-67. **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.

- IS-68. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the Town of Palm Beach.
- 68.1. The Town of Palm Beach does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the Town will best serve the needs and interests of the Town of Palm Beach.
- 68.2. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Proposer having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the Town as available to fund the work under the contract; the contract may be awarded to that Proposer.
- IS-69. **Safety Regulations** - Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.
- IS-70. **Securitized Companies** - By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
- IS-71. **Signature of Proposer** – See Electronic Submission of Responses.
- IS-72. **State Registration Requirements** – Any corporation submitting a Submittal Package in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- IS-73. **State Professional Licenses** – The Proposer shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their Response is submitted and maintain said licenses for the duration of a Contract if awarded.
- IS-74. **Subcontractors**
- 74.1. **Subcontractors Listing** – A question in the Solicitation Package requests Proposers to submit their list of subcontractors to be used for performance of construction services under an awarded Agreement. Proposers shall provide names of subcontractors they have committed for the Contract. Not listing sufficient subcontractors to perform each trade or not indicating a trade or trades will be self-performed may be grounds for deeming the submittal response non-responsive and not considering the Proposer for award. **PROPOSERS MUST LIST THEIR SUB-CONTRACTORS.**
- 74.2. **Subcontracting** – Unless otherwise specified in this solicitation or Contract Documents, the Contractor shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Contractor submitting a revised Subcontractor Listing and written approval by the Town of the requested change in the subcontractor(s).
- IS-75. **Termination for Convenience** –
- 75.1. a. The Town may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.

- 78.1. 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:
- 78.1. b.1. Stop work as specified in the notice.
 - 78.1. b.2. Complete performance of the work not terminated.

IS-79 **Termination for Default** - The Town of Palm Beach may, subject to paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 79.1.a Perform the services within the time specified;
- 79.1.b Make progress, so as to endanger performance of this contract; or
- 79.1.c Perform any of the other provisions of this contract.

IS-80 **Withdrawal of Response** - Any response to this solicitation may be withdrawn prior to the due date and time (Offer Phase Ending) specified in the solicitation package or as revised by an addenda. Following the ending of the Offer Phase no response may be withdrawn by a Proposer.

[END]

EVALUATION AND SELECTION COMMITTEE OVERVIEW

SC-1. **EVALUATION AND AWARD** - The Town will select proposals deemed most qualified based on the submittal criteria. 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.

SC-2. **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

SC-3. **SELECTION COMMITTEE** - A Selection Committee, consisting of Town personnel and subject matter experts will review and rank proposals individually utilizing a numeric score for the initial ranking.

The Selection Committee will convene to form a consensus vote of rankings of proposals. This meeting allows for Selection Committee Members to change their initial ranking of proposals based on open discussion. The Selection Committee shall provide a list of the rankings. The Selection Committee may decide to request Oral Presentations by the top ranked firms or determine the actual proposal to be sufficient to recommend award.

The Purchasing Manager or designee shall serve as the Selection Committee Lead which is a non-voting position.

SC-4. **ORAL PRESENTATIONS** - Upon completion of the evaluation of all written proposals, the Selection Committee may recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations, the Proposers should relate their discussion to the revised evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager shall be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

The Town will utilize Ordinal Scoring (Best Value Scoring) after initial ranking as noted:

Ordinal Scoring or Best Value Scoring - In the event that the Town develops a "short-list" ranking for proposal responses to this Request for Proposal/Qualifications, the Town may utilize an Ordinal Scoring (Best Value Scoring) process for the continuation of oral presentation (second round), following the completion of any applicable oral presentations. The Ordinal Scoring (Best Value Scoring) will require the Evaluation Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration. There can be no tie for first place. If the Selection Committee cannot determine a number one ranked firm after the continuation, then the vote reverts back to the score after the first round of the oral interviews.

SC-5. **SELECTION** - Consultant selection and award of contract (RFQ's) shall be done in accordance with the State of Florida CCNA and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate a contract with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the consultant, a thorough review of all references provided and criteria set forth herein.

SC-6. **FINAL SELECTION** - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. 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. Upon Council authorization, contract negotiations will

be initiated with the first ranked firm. 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.

SC-7. **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.

Select Year:

The 2017 Florida Statutes

[Title X](#)

[Chapter 119](#)

[View Entire Chapter](#)

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

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 [\(telephone number, e-mail address, and mailing address\)](#).

(b) A provision that requires the contractor to 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 for 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.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. [119.10](#).

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

BACKGROUND DOCUMENTS

Comp Plan –

<https://www.townofpalmbeach.com/DocumentCenter/View/6953/TOWN-OF-PALM-BEACH-COMPREHENSIVE-PLAN-EVALUATION--APPRAISAL-BASED-AMENDMENTS---TRANSMITTAL-TO-FDEO--?bidId=>

Zoning District Map –

<https://www.townofpalmbeach.com/DocumentCenter/View/984/Zoning-Map?bidId=>

Zoning Code –

https://library.municode.com/fl/palm_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH134ZO

Retail Market Analysis & Economic Development Strategy RFP
TOWN OF PALM BEACH

Palm Beach, Florida

INTRODUCTION

The Town of Palm Beach (the "Town") is requesting proposals from qualified firms to assist the Town in its understanding of the current economic retail market and potential efforts for improving retail retention and recruitment for its existing commercial areas zoned for retail (the "Retail Areas").

The Retail Areas include the zoning districts: C-TS – Town-Serving Commercial District, C-WA – Worth Avenue District, and C-PC – Planned Center District. The Retail Areas cover three general locations in Town: The northernmost Retail Area includes the Royal Poinciana Plaza, Royal Poinciana Way to Sunrise Avenue, the east side of Bradley Place to Atlantic Avenue, N. County Road from Royal Poinciana Way to Seminole Avenue, and the north side of Whitehall Way. The mid-town Retail Area includes S. County Road from Seaview Avenue south to Hammon Avenue, the 100, 200 and 300 blocks of iconic Worth Avenue, the area west of Golfview Road, and portions of the 100 block, all of the 200 and 300 blocks of Peruvian Avenue. The southernmost Retail Area is a small area just north of the Lake Worth Public Beach, on both sides of South Ocean Blvd.

The Town wants to be strategic in its retail recruitment and retention efforts via realistic recommendations. The Town would like to better understand market trends and best practices for fostering a diverse, resilient economic environment for the Retail Areas via zoning and development review policies and procedures. We encourage the consultant to look creatively at the Retail Areas and to consider a wide range of options. The consultant will be charged to propose realistic options with possibilities for implementation.

The consultant will assist the Town by formulating a strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether parcel/unit sizes, traffic flow/circulation/patterns and access can accommodate targeted tenants and uses, retailer site requirements, and the overall market viability to support the proposed uses.

The consultant will also develop a preliminary list of current impediments to such retail resilience incentives, if any, needed to implement the strategy. It is expected this analysis will result in a final retail feasibility report. If this analysis determines the Retail Areas are feasible for additional retail redevelopment, it will also identify the type and format of retail redevelopment possible and the type of retailers that would be drawn to the area. The consultant should be able to provide conceptual plans and renderings of potential re-use. If retail reduction is deemed necessary, the consultant will identify alternative land uses that would be viable to the site and geographic location as well as Zoning Code and Policy changes to effectuate the resultant strategy.

SCOPE OF SERVICES

The Retail Areas includes the Town's various commercial areas (see attached). Over the past five to ten years, the Retail Areas has experienced an increasing number of vacancies. These vacancies leave the Retail Areas lacking in pedestrian energy and the Town is concerned about a diminishing vibrancy of its commercial areas and the potential of tax base reduction.

Task 01 | Retail Market Analysis

The Town is seeking a retail market analysis that will provide for current and future retail needs to ensure the continued economic health of the Town. A market analysis report outlining potential regeneration options for the Retail Areas based on market realities will be the result of the first task of this project that involves the following:

- Existing conditions assessment — The consultant conducts an initial assessment and inventory of the Retail Areas taking into consideration access, land use, zoning, utilities, transportation, neighborhood conditions and recent land use and retail development trends. This assessment should go beyond Census data to include a breadth of psychographics for further characterization of the Town.
- Customer profiles — Provide customer profile information to assist with better understanding customer behavior and how to market and serve them.
- A review of Town of Palm Beach codes, regulations, and policies.
- Needs assessment - Determine the Town's interest and desire for certain types of potential uses or redevelopment and the scale, intensity and economic market for those uses.
- Market and retail GAP analysis — Complete a market study to understand supply and demand conditions for our retail market capacity for the Retail Areas. The analysis should include a leakage analysis to determine what, if any, retail demand is not being met locally; and
- Retail Market Analysis Report — Prepare a report compiling data and findings from the existing conditions assessment, needs assessment, and market and retail GAP analysis.

Task 02 | Economic Development Strategy

The selected consultant is expected to develop a more detailed and refined strategy for the Retail Areas. The resulting strategy should provide a more in-depth detailed analysis with recommendations on how to improve the quality and diversity of uses within the Retail Areas as well as outline how the Town can leverage resources that will positively influence the regeneration of the Retail Areas.

A more detailed and refined strategic report should:

- Outline the dynamics of the trade area;
- Address specific relevant issues such as business mix, vacancies, and market competition from surrounding communities;
- Identify the appropriate uses for the site that is supported by market data and Town interests and desires;

- Provide a total of two conceptual regeneration plans based on the identified uses for the Retail Areas to be used by the Town, the owner(s) and their designee to market these newly defined opportunities;
- Support business expansion and recruitment efforts;
- Recommend potential public incentives that could improve the Retail Areas' viability for regeneration;
- Provide a recommendation of prospective tenants to assist the Town and property owner(s) with targeted marketing efforts;
- Provide a detailed recruitment strategy that includes marketing recommendations;

The process should involve:

- Scoping — undertake an in-person tour and analysis of the Retail Areas;
- Meetings with staff, residents and stakeholders — this includes Town staff, Planning & Zoning Commissioners, Town Council members, residents, business associations, and individual business and property owners;
- Recommendations — where do we go from here and what are the steps required for implementation?; and
- Presentation to staff, Planning & Zoning Commission and Town Council — this could involve special public meetings and/or presentation to the Planning and Zoning Commission and Town Council.

Deliverables

The consultant will assemble the components into final documents for review. The consultant team will provide the Town of Palm Beach with 10 hard copies of the final report and an electronic version of the final report in both PDF and MS Word formats.

SUBMITTAL REQUIREMENTS

1) Qualifications of the Firm

A Statement of Qualifications, including resume of personnel proposed for assignment to this engagement; the name of the primary person for this work; a list of previous clients; and a description of how the firm will assure quality of staff skills and work product. In addition, provide a summary of relevant experience as it pertains to economic feasibility and development planning in mature communities.

Submittal of a sample copy of pertinent previous work which is related to this assignment is highly encouraged.

2) Approach to Engagement and Proposed Work Program

An outline of the proposed work program including description of approach to the assignment tasks; the proposed steps or actions to be taken in the development of the work; and anticipated

timelines for work components and assignment completion. In addition, please provide an estimate of time needed regarding Town staff and the recommending bodies' role in the consultant's work.

3) Cost

An engagement proposal with an all-inclusive not-to-exceed cost estimate for completion of the assignment and the work program proposed (such a figure to include all estimated out of pocket costs) and a listing by category of all anticipated out of pocket expenses. In addition, hourly rates for additional work or services that may be deemed necessary at a later date.

SELECTION PROCESS

Responses to this RFP will be reviewed by a selection committee approved by the Town Manager and an engagement recommendation will be made to the Town Council after the review process is complete. Of prime importance for this assignment will be the consultant's experience and ability to provide high quality work. Final consultant engagement selection is subject to negotiation approval of the Town Council.

BACKGROUND DOCUMENTS

The following background documents should be studied in order to develop the proposals:

The Town of Palm Beach 2017 Comprehensive Plan –

<https://www.townofpalmbeach.com/DocumentCenter/View/6953/TOWN-OF-PALM-BEACH-COMPREHENSIVE-PLAN-EVALUATION--APPRAISAL-BASED-AMENDMENTS---TRANSMITTAL-TO-FDEO--?bidId=>

Town Zoning District Map –

<https://www.townofpalmbeach.com/DocumentCenter/View/984/Zoning-Map?bidId=>

Town Zoning Code –

https://library.municode.com/fl/palm_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH134ZO

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Preparation phase Ends on **Dec 15 2020 7:00 AM**
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Company administrator:


 Solicitations Palm Beach
 (561) 838-5406
solicitations@townofpalmbeach.com

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1.3. EVALUATION FACTORS

Weight: 90 (100%)

[Add clarification](#)

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Qualifications of the Firm - 50% weight

[Edit header](#)

1.3.1.

A Statement of Qualifications, including resume of personnel proposed for assignment to this engagement; the name of the primary person for this work; a list of previous clients; and a description of how the firm will assure quality of staff skills and work product. In addition, provide a summary of relevant experience as it pertains to economic feasibility and development planning in mature communities. Submittal of a sample(s) copy of pertinent previous work which is related to this assignment is highly encouraged. ([Edit question text](#))

Type	KO	Worst	Best	Unit	Weight (Quality percentage)	Needs evaluation	Allow supplier to attach document(s)
Document evaluation	<input checked="" type="checkbox"/>	0.00	5.00	Points	50 (66.67%)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

[Edit question details](#)

Approach to Engagement and Proposed Work Program - 25% weight

[Edit header](#)

1.3.2.

An outline of the proposed work program including description of approach to the assignment tasks; the proposed steps or actions to be taken in the development of the work; and anticipated timelines for work components and assignment completion. In addition, please provide an estimate of time needed regarding Town staff and the recommending bodies' role in the consultant's work. ([Edit question text](#))

Type	KO	Worst	Best	Unit	Weight (Quality percentage)	Needs evaluation	Allow supplier to attach document(s)
Document evaluation	<input checked="" type="checkbox"/>	0.00	5.00	Points	25 (33.33%)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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