



"The Capital City of the Palm Beaches"

Procurement Division
401 Clematis Street, 5th FL
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564
Date: 21 June 2011

Request for Quotation 10-11-Q032

Rental of Tents, Portable Showers & Restrooms

The City of West Palm Beach is soliciting quotations from companies interested in renting to the City frame tents, portable showers, restrooms, hand washing stations, rollaway beds or cots, tables, chairs, portable air conditioning or heating units.

All quotations must be received **4:00 p.m., Wednesday, June 29, 2011**, by the Procurement Division located at the address listed below:

City of West Palm Beach, Procurement Division
401 Clematis Street, 5th Floor, West Palm Beach, FL 33401

In addition to either mailing or hand delivering, proposals may also be submitted by fax (561) 822-1564 or email (dsnowball@wpb.org).

1. INTENT AND SCOPE

The City intends to enter into an agreement(s) with one or more firms to rent items listed on Form A, Cost Sheet, at a fixed price, on an as needed basis, and post hurricane or disaster. The City makes no guarantee of work under the resulting agreement(s).

When renting to the City post hurricane, the selected firm(s) will be responsible for setup which would likely be staged at the City Complex located at 1045 Charlotte Avenue in West Palm Beach.

The City will make every effort to place the selected firm(s) on notice 2-3 days before landfall of the storm. Response time, post storm, shall be within 24 hours, or as directed by the City. Assume that electricity will not be available. The City will provide the necessary power lines and water sources. The City may not have a sewer available for grey water and therefore pricing must be both with and without pump out service daily. The shower/restroom combo units will require servicing daily. Please submit with quotation any specific set up requirements for rental items, including delivery/setup, pick up as applicable. If cost for a service(s) required for the rental is not specified on Form A, Cost Sheet, please add and specify unit cost for each item, respectively.

2. EMERGENCY SUPPORT

It is hereby made a part of this request for quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Respondent agrees to provide all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Respondent shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

In the event of a disaster, work will be given to the respondent(s) first available to respond.

Funds for services under the resulting contract may be derived from federal grants and therefore the successful firm(s) must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

3. LOBBYING PROHIBITED

As to any matter relating to this request for quotation, respondent or anyone representing a respondent are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this request for quotation. For purposes of clarification, a team's

representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subfirm or consultant of the team. All oral or written inquiries are to be directed to the Procurement Division. Any violation of this condition may result in rejection and/or disqualification of the respondent.

The "No Lobbying Condition" is in effect from the date of issuance and shall terminate at the time the City signs final award contract(s) for the request for quotation, rejects all quotations, or otherwise takes action which ends the solicitation process.

TERMS & CONDITIONS

1. SUBMITTAL INFORMATION

Quotes shall be submitted to the Procurement Division at the time and date specified. Respondents are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. All quotations must be submitted on the provided "Cost Sheet" Form A.

All RFQ's must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **SIGNATURES ARE REQUIRED WHERE INDICATED; FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF QUOTE.**

Respondents shall not be allowed to modify their quotes after the opening time and date. Quote files may be examined during normal working hours, after quote opening, by appointment only.

Time is of the essence and any RFQ received after **4:00 p.m., Wednesday, June 29, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division.

2. CLARIFICATION/INTERPRETATION AND ADDENDA

No interpretation or changes to the meaning of the request for quotation will be made to any respondent orally, except by written addendum. All questions regarding this request for quotation should be submitted in writing to:

City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor, West Palm Beach, FL 33401
Fax: (561) 822-1564
Email: dsnowball@wpb.org

All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the request for quotation and shall modify and become part of the request for quotation document.

3. FEDERAL AND STATE TAX

The City is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful respondent. Vendors or firms doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Firm be authorized to use the City's tax exemption number in securing such materials.

4. LEGAL REQUIREMENTS

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

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

- d. This Request for Quotation shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, quotation document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

5. EEO STATEMENT

Equal Opportunity: The City believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

6. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All respondents must disclose with their quotation the name of any officer, director, or agent who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the respondent's firm or any of its branches.

7. NON-COLLUSION

Respondent certifies that their quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after delivery of material or provision of service. Any such violation may result in award cancellation, return of materials, and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City.

8. SELECTION OF RESPONDENT WITH WHOM TO CONTRACT

The selection of a respondent with whom to contract for a procurement solicitation shall be based on the best value to the City as provided in Section 66-71 of the City Code of Ordinances.

9. ACCEPTANCE/REJECTION OF QUOTATIONS - AWARD

The City reserves the right to accept or to reject any or all quotations and make the award to that respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the quotation of any respondent who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of respondents in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, reissue the solicitation. Nothing herein will prevent the City from making multiple awards.

The City reserves the right to require respondents to submit evidence of qualifications or any other information the City may deem necessary.

10. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

11. QUOTE FORMS

All quotations must be submitted on our City's Fee Schedule (Attachment A). Quotations submitted on respondent's quotation forms shall not be accepted.

12. RESPONDENTS RESPONSIBILITY

Each respondent is required, before submitting their quotation, to carefully examine the request for quotation specification and to completely familiarize themselves with all the terms and conditions that are contained within this quotation. Ignorance on the part of the respondent will in no way relieve them of any of the obligation will be interpreted according to the laws of Florida.

13. RESPONDENTS PRICING

Respondent warrants by virtue of quoting that price shall remain firm for a period of ninety (90) days from the date of solicitation opening. **Quotations having erasures or corrections must be initialed in ink by the respondent.** Respondents may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost. Respondents should reflect any discounts to be considered in the unit prices quoted.

14. PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this request for quotations.

15. INVOICE & PAYMENT DOCUMENTATION

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Invoices must bear the purchase order number.

The invoice shall contain at a minimum the City's purchase order number, product and/or service description, unit price, quantity, location of work, name of City employee who authorized work.

Invoices shall be submitted to City of West Palm Beach, Accounts Payable, PO Box 3366, West Palm Beach, FL 33402.

16. FLORIDA PROMPT PAYMENT ACT

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a firm, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, firm or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or Contract number as supplied by the City; and
- e. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, firm or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a firm, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

17. BANKRUPTCY/INSOLVENCY

At the time of submittal of quotation, respondent 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.

18. INDEMNIFICATION

Respondent agrees to protect, defend reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Firm's performance under this Agreement, Respondent's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Firm an any breach of the terms of this Agreement; provided however, the Respondent shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Respondent can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Respondent's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Respondent; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the firm under this contract; as is considered necessary by the City, may be retained for the use of the City, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

19. INDEPENDENT FIRM RELATIONSHIP

The successful respondent(s) is and shall be, in the performance of all work, services and activities under the contract, and independent firm and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the respondent's sole direction, supervision and control.

20. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

21. CITY AS GATEKEEPER OF DOCUMENTS

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

Cost Sheet

<u>Rental Item</u>	<u>Cost per Week</u>	<u>Cost per Month</u>
Tent, 40' x 60', each	\$ _____	\$ _____
Tent, 60' x 80', each	\$ _____	\$ _____
Tent, 80' x 120', each	\$ _____	\$ _____
Tent, specify size, each Size: _____	\$ _____	\$ _____
Tent, specify size, each Size: _____	\$ _____	\$ _____
Climate Controlled Sleeping Tent, each Size: _____ Sleeps _____ number of people	\$ _____	\$ _____
Dining Tent, each Size: _____ Sits _____ number of people	\$ _____	\$ _____
Subtotal:	\$-----	\$-----
Portable A/C Unit, each (indicate size: _____)	\$ _____	\$ _____
Portable Heater, each (indicate size: _____)	\$ _____	\$ _____
Portable Light, each (indicate size & if solar or electric)	\$ _____	\$ _____
Rollaway Bed, each	\$ _____	\$ _____
Cot, each	\$ _____	\$ _____
Subtotal:	\$-----	\$-----
Table, laminate top, 8' x 30", each	\$ _____	\$ _____
Table, laminate top, Size: _____ each	\$ _____	\$ _____
Table, laminate top, Size: _____ each	\$ _____	\$ _____
Table, laminate top, Size: _____ each	\$ _____	\$ _____
Chair, Folding, per 100	\$ _____	\$ _____
Chair, Folding, per each	\$ _____	\$ _____
Chair, Folding, per _____	\$ _____	\$ _____
Subtotal:	\$-----	\$-----

Company: _____

City of West Palm Beach

<u>Rental Item</u>	<u>Cost per Week</u>	<u>Cost per Month</u>
Restroom Trailer, 28' with air conditioning 2 Sinks; Men's 2 Urinals/2 Stalls; Women's 5 Stalls Delivery, setup/breakdown, pickup	\$ _____	\$ _____
Service trailers (including paper products, pump out & cleaning)	\$ _____/_____	
Restroom Trailer, 34' with air conditioning 2 sinks; Men's 6 Urinals/3 Stalls; Women's 7 Stalls Delivery, setup/breakdown, pickup	\$ _____	\$ _____
Service trailers (including paper products, pump out & cleaning)	\$ _____/_____	
18' portable shower/restroom, per combo unit	\$ _____	\$ _____
Daily service per unit \$ _____		
Shower Trailer: _____ units per trailer (indicate #)	\$ _____	\$ _____
Daily service per unit \$ _____		
Hand washing Sink, two (2) station, each	\$ _____	\$ _____
Portable Restroom, each	\$ _____	\$ _____
ADA Portable Restroom, each	\$ _____	\$ _____
Toilet and sink cleaning, each	\$ _____	\$ _____
Subtotal:	\$-----	\$-----

Company: _____

Authorized Signature: _____ **Date:** _____

Name/Title: _____



City of West Palm Beach

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

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

REPRESENTATIONS AND DISCLOSURES, CONTINUED

AFFIRMED AND SIGNED before me this _____ day of _____, 2011

by _____ (name) as _____ (title) of
_____ (Proposer firm), and who is personally known to me

or produced _____

as identification.

Notary Public

Notary Stamp:

Print Name: _____

My commission expires: _____

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



City of West Palm Beach

Form C

CERTIFICATION REGARDING LOBBYING

The undersigned Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Respondent, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____



City of West Palm Beach

Form D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

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

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

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

The Proposer certifies that it shall not knowingly enter into any transaction with any subfirm, material supplier, or Proposer who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____



City of West Palm Beach

Form E

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
3. Give each employee engaged in providing the commodities or contractual services that are under this proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondents Signature

Print Name

Date



City of West Palm Beach

Form F

AFFIDAVIT OF NON-COLLUSION AND PUBLIC ENTITY CRIME

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

- I am the _____ of _____ the
(Title) (Name of Company)
Consultant firm that has submitted a proposal in response to the above-referenced RFQ;
- Such proposal is genuine and is not collusive or sham;
- Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other respondent, firm or person to submit a collusive or sham proposal in connection with the contract for which the referenced RFQ has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, consultant, firm or person to fix the price or prices in the our proposal or of any other proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
- The following Officer, director or agent of Respondent is also an employee of the City of West Palm Beach:
_____ (if none, write "None").
- The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Respondent firm or any of its affiliates or subsidiaries:
_____ (if none, write "None").
- Neither the Consultant nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Consultant firm, or any affiliate or subsidiary of the firm has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any quotation or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Consultant's proposal.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Non-Collusion and Public Entity Crime was acknowledged before me this _____ (Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification

and who did/(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____