REQUEST FOR PROPOSALS
RFP No. 17-18-214

Undercover Vehicle Leasing Services

The City of West Palm Beach is soliciting Requests for Proposals from qualified vehicle leasing firms to provide undercover police vehicle leasing services for the City of West Palm Beach.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded Proposer.

Time is of the essence and any proposal received after 3:00 p.m., Wednesday, July 10, 2018 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 Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Department personnel by the deadline indicated.

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

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

All proposals must be delivered or mailed to:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach Procurement Department
401 Clematis Street – 3rd Floor
West Palm Beach, FL 33401
Ph: (561) 822-2100

Envelope Must Be Identified as RFP No. 17-18-214 – Undercover Vehicles Leasing

By: Frank Hayden
Procurement Director

Publish: June 10, 2018 on Palm Beach Post
June 8, 2018 on Procurement Website
Undercover Vehicle Leasing Services

RFP No. 17-18-214

1. PURPOSE

The purpose of this Request for Proposal (RFP) is a qualified vehicle leasing firms (hereinafter “Lessor”) to furnish undercover police vehicle leasing services program for the City of West Palm Beach (hereinafter “City”) Police Department. The City intends to use these leased vehicles for undercover investigation and surveillance.

The Lessor shall provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for lease and provide a lease program which would allow the City to exchange vehicles or replace vehicles at any time of the Lessor’s location in the South Florida area.

This is a three (3) year contract with options to renew for two (2) additional twelve months periods, based upon the same terms, rates and conditions of the agreement.

2. SCOPE OF SERVICES

2.1 Vehicles To Be Provided

Lessor shall provide a list of vehicles that are available for rental in the following categories:

- Group I – Compact Vehicles
- Group II – Midsize Sedans, Small SUVs
- Group III – Midsize SUVs, Minivans, Regular Size Pickups
- Group IV – Large Sedans, Large SUVs

The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.

City shall be able to lease vehicles on a short-term basis (less than 1 month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

2.2 Vehicle Usage

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum numbers of leases or estimated annual expenditure are as follows:
<table>
<thead>
<tr>
<th>Type</th>
<th>Yearly (minimum)/estimated expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I – Compact Vehicles</td>
<td></td>
</tr>
<tr>
<td>Group II – Midsize Sedans, Small SUvs</td>
<td></td>
</tr>
<tr>
<td>Group III – Midsize SUVs, Minivans, Regular Size Pickups</td>
<td>25 vehicles</td>
</tr>
<tr>
<td>Group IV – Large Sedans, Large SUVs</td>
<td></td>
</tr>
<tr>
<td>Group V – Premium SUVs, Vehicles</td>
<td></td>
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</table>

** Occasions we would use the different groups for special operations.

2.3 **Mileage Limits**

Lessor shall include at least 3,000 miles in the monthly cost of each lease vehicle.

2.4 **Maintenance of Vehicles**

Lessor shall provide preventative maintenance services and adjust or replace any component failing to conform to manufacturer specification, including brakes, tires, tune-up, and lubrication for the quality and safety of lease vehicles. Lessor shall describe how routine service checks should be handled.

2.5 **Modifications of Vehicles**

City may apply, at own expense, window tinting to any lease vehicles. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicles. Any costs incurred to remove equipment shall be the City’s responsibility.

2.6 **Rental Rates**

Lease rates shall remain firm for the initial three (3) year term of the contract with options to renew for two (2) additional twelve months periods, based upon the same terms, rates and conditions of the agreement.

2.7 **Tolls**

City shall pay for tolls as a pass-through cost. Lessor shall explain how toll-by-plate charges will be handled.

2.8 **Roadside Service**

Roadside assistance shall be included. Lessor must describe the level of service available. If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

2.9 **Vehicle Tags and Fees**

Lessor shall be responsible for all tags and registration fees for all leased vehicles.
3. **MINIMUM REQUIREMENT**

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

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<table>
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<tbody>
<tr>
<td><strong>1.</strong></td>
<td><strong>Representations and Disclosures</strong>&lt;br&gt;Proposer can provide all required representations and disclosures.</td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td><strong>Signature</strong>&lt;br&gt;Proposal is signed by an officer authorized to bind the firm.</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td><strong>Timely Receipt</strong>&lt;br&gt;Proposal received in the Procurement Division on or before the due date and time.</td>
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4. **EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

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<table>
<thead>
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<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Quality of the proposal, responsiveness to requirements and adequacy of information provided.</td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>Approach and Plan</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td>Qualifications</td>
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<tr>
<td><strong>4.</strong></td>
<td>Responses of the client references:&lt;br&gt;Provide a minimum of three (3) references of clients (preferably government agencies)</td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td>Ability of the Proposer to serve efficiently and cooperatively with City staff; past performance with City if applicable;</td>
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<tr>
<td><strong>6.</strong></td>
<td>Price Proposal</td>
</tr>
<tr>
<td><strong>7.</strong></td>
<td>Impact to local economy in comparison to other proposers.</td>
</tr>
<tr>
<td><strong>8.</strong></td>
<td>Any suspension or debarment by any government entity; Any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest serves fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.</td>
</tr>
<tr>
<td><strong>9.</strong></td>
<td>Consideration of any other factors specific to this RFP.</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td>Such other information as may be obtained.</td>
</tr>
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</table>
1. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the Lessor selected and the successful Proposer will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent contractor and at no time shall be considered an agent or partner of the City.

The Lessor shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

The City reserves the right to delete or amend any of the services as listed and described herein.

2. TERM OF CONTRACT

A. Contract Period: The contract shall be for a period of thirty-six (36) months with the option to renew for two (2) additional twelve (12) month periods. Option to renew is at the sole discretion of the City. Annual renewals shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the entire term of the contract. For the purpose of re-bidding, the contract may be extended at the City's option on a month to month basis. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

B. Contract Amendment: The City may require additional items of a similar nature, but not specifically identified in the contract. The Lessor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other lessors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Lessor.

3. PRIME PROPOSERS RESPONSIBILITIES

Each Proposer is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP.

No allowance shall subsequently be made on behalf of the Lessor on account of an error in or failure to familiarize themselves with the conditions of the site or surrounding areas.

The Lessor will be required to assume responsibility for all services offered in the proposal whether or not they provide them. Further, the City will consider the Lessor to be the sole point of contact with regard to contractual matters.
4. INSURANCE REQUIREMENTS

The Company shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Company and shall include coverage. The policy shall be effective throughout the period that the company is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

A. Commercial General Liability: The minimum amount of coverage shall be $1,000,000 per occurrence with an aggregate of no less than $2,000,000.

B. Automobile Liability: The minimum amount of coverage shall be $1,000,000, Combined, Single Limit for Bodily Injury and Property Damage Liability.

C. Worker’s Compensation Insurance: Worker’s compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker’s Compensation Law. Employer’s liability insurance must be maintained in an amount not less than $500,000.

The insurance coverage required shall include those classifications that are listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

The Company shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

5. PERMITS AND LICENSES

The Proposer(s) shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change.

6. EVALUATION AND AWARD

Upon receipt and evaluation of the firm's proposals, the City will make a selection of a qualified proposer or individual who, in the sole opinion of the City, best satisfies the needs of the City. The Procurement Official may appoint a selection committee to rank the proposals. Presentations may be required of the Proposers, if determined to be necessary by the committee. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so.

The City will select proposals deemed most qualified based on the submittal criteria. The selection committee will rank those Proposers whose proposals are deemed most qualified. All decisions of the City are final.
7. INVOICES

Proposer shall submit invoices monthly. Each invoice shall include a detailed breakdown of all charges, City employee receiving rental unit with any authorization notes, and shall be based on completion of tasks or deliverables. A Purchase Order will be issued to the Proposer and the Purchase Order Numbers MUST appear on all invoices to be valid. Invoices are paid in compliance with the Florida Prompt Payment Act.
Undercover Vehicle Leasing Services

RFP No. 17-18-214

GENERAL TERMS AND CONDITIONS

Note: The terms and conditions of the final Agreement, and the services to be provided shall include, but not be limited to, those described or specified herein. The services and terms described or specified shall not be deemed to constitute a comprehensive list of the terms and conditions, having the effect of excluding terms not specifically mentioned. The final Agreement may have additional terms and conditions not included herein. The Agreement and all modifications thereto shall be in writing and executed by both parties.

1. CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. If a satisfactory contract cannot be negotiated with the recommended Proposer, negotiations will then be started with the next ranked Proposer. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded Proposer.

2. RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

3. LOBBYING PROHIBITED

As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Selection Committee, City representative or City’s Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team’s representatives shall include, but not be limited to, the Proposer’s employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential subcontractor or contractor of the Proposer and the Proposer’s team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition will be grounded for disqualification. Contact with the Procurement Department shall be for clarification purposes only.

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

4. DISCLOSURE AND DISCLAIMER

This Request for Proposal (“RFP”) is being issued by the City. Any action taken by the City or the committee 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 committee, or the City or their advisors.
In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response this RFP.

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 City nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City or City representatives, shall be at a Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the City and its advisors without any warranty or representation, expressed or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein is made by the City that any proposal conforming with these requirements will be selected for consideration, negotiation or approval.

The City shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The City neither warrants nor represents 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, except as hereinafter set forth to the contrary. Information contained in the RFP is for guidance only and each recipient 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.

Evaluation of proposals will be made by an evaluation committee and will be under the complete jurisdiction of, and subject to the approval of, the City. The committee will make the final selection for recommendation to the City. Contract negotiations will take place with the first choice, and if a suitable contractual agreement cannot be made, negotiations will commence with the second choice of the City. At its sole option, the City may withdraw this RFP.

The City reserves the right to select the Proposer who in the opinion and sole discretion of the City will be in the best interest and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities, and may at its discretion request resubmittal of proposals. All expenses in preparing the proposal and any resubmittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable definitive agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of definitive agreements executed by the Proposer and the City. All or any responses to this RFP, may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Sunshine Law and all proposals and supporting data shall be subject to disclosure as required by such law. All proposals shall be submitted in sealed form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening responses.

5. ETHICS REQUIREMENTS

All Proposer are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Palm Beach County Ordinance and City Code. No Proposer may employ, directly or indirectly, the Mayor, any member of the City Commission or any director or department head
of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receiving a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

6. SMALL BUSINESS PROGRAM

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Companies are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in all of its procurements.

7. DISCLOSURE OF PROPOSAL CONTENTS

All material submitted becomes the property of the City. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

8. FLORIDA PROMPT PAYMENT ACT

The City abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

9. PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 proposal on a contract to provide any goods or services to a public entity, and may not be awarded or perform work as a contractor or consultant under a contract with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal, the Proposer represents that it has not been placed on the convicted vendor list within 26 months of the date of its proposal.

10. INDEMNITY

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer’s performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer’s execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of this Agreement by Proposer or any act or omission of Proposer, its agents, servants, Proposers, patrons, guests or invitees and includes any costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys’ fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered
necessary by the City, any sums due Proposer under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

11. 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 Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City.

12. PROPOSAL 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 proposal.

13. NEWS RELEASES / PUBLICITY

News releases, publicity releases, or advertisements relating to the franchise shall not be made without prior City approval.

14. PUBLIC RECORDS; CONFIDENTIAL & PROPRIETARY INFORMATION

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Companies must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFP. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records.

15. NON-DISCRIMINATION

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.
16. **RIGHT TO CONTRACT FOR SIMILAR/ADDITIONAL SERVICES**

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

17. **TERMINATION BY OWNER FOR CONVENIENCE**

The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract.

18. **OWNERSHIP OF DOCUMENTS**

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City’s contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

19. **PROPOSAL**

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

20. **LOCAL GOVERNMENT PROMPT PAYMENT ACT**

Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of the contract.

21. **PROPOSAL COSTS**

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

22. **NO RETURN OF PROPOSALS**

All Proposals shall become the property of the City and shall not be returned.

23. **APPLICABLE LAWS; PROCUREMENT CODE**

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

24. **INSPECTOR GENERAL**

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

25. **EQUAL BENEFITS ORDINANCE**

Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees’ spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees’ domestic partners. Each Proposer shall submit an Equal Benefits certification with its proposal/bid as Form attached.
Undercover Vehicle Leasing Services

RFP No. 17-18-214

INSTRUCTIONS FOR SUBMITTALS

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

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

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

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

e) Only one proposal may be submitted by each Company.

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

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

h) Proposal shall be mailed or hand-delivered to:

   City of West Palm Beach - Procurement Division
   Josephine Grosch, Sr. Purchasing Agent
   401 Clematis Street, 3rd Floor
   West Palm Beach, FL 33401
   Tel: 561-822-2100
i) Time is of the essence and any proposal received after the closing date and time indicated on the cover of the RFP, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Proposers are responsible for insuring that their proposal is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

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

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

2. Clarification/Interpretation & Addenda Registration

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

Each Proposer is requested to register under the designated solicitation via the Procurement Division website in order to receive any addenda(s) to this RFP:

http://wpb.org/procurement/bids-solicitations/

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

All questions regarding this RFP should be submitted under “Add a Question” section of designated solicitation and must be entered no later than 6:00 p.m., Wednesday, June 27, 2018.

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

For information concerning Procurement website, please contact:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach
City Hall, Purchasing Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
Office (561) 822-2100 • Direct (561) 822-2107 • Email: jgrosch@wpb.org
3. **Proposal Formatting**

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

**Tab 1: Cover Letter**

A cover letter must be submitted and dated. The letter must state Proposer understands the services to be done and provide a positive commitment to perform the services and indicate Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed.

The cover letter shall contain a statement that the Proposal is valid for ninety (90) calendar days. The cover letter shall identify the legal form of the firm (sole proprietor, corporation, etc.). Corporations must identify the state of incorporation in the Florida in which it is licensed to do business. The person fully authorized to act on behalf of Lessor shall sign the cover letter.

**Tab 2: Approach and Plan**

Clearly describe the scope of services listed in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of West Palm Beach.

Proposer may choose to provide different categories (no more than 5) of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

Proposer must address each of the sections listed in the Scope of Services.

**Tab 3: Qualification**

This section of the proposal should give a description of the Proposer, including the size, range of activities, etc. Particular emphasis should be given as to how the Proposer-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed services.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

**Tab 4: Reference**

Include in this section Proposer must include References: a minimum of three (3) references similar services as required in this RFP. The reference should include those entities of a similar size, complexity and scope of work, to the City, particularly governmental entities, for which services have been performed during the past three (3) years.

Reference information provided must include the description of projects, the contact name, address, telephone and email address, date(s) of service, dollar value of contract and as well as a complete description of the type and kind of services provided. Proposer may include additional information as necessary to evidence experience requirements. The reference contact person must be someone who has personal knowledge of the proposer’s performance. The contact person must have been informed that they are being used as a reference and that the City may check references. Information provided by references will be considered when awarding the proposal.
Letters of Commendations or Recommendation may be included in this section.

**Tab 4: Price Proposal**

Submit your fixed price base on the Scope of Services and the Contract Term listed in RFP. Proposer shall provide the base lease rates on each vehicle group: the daily rate, weekly rate, and month rate with and without insurance.

**Section 5: Forms**

1. Proposer shall complete and include Proposer Information; Form A.
2. Representations and Disclosures Form
3. Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion Primary Covered Transactions
4. Drug Free Workplace
5. Certification of Equal Benefits
Undercover Vehicle Leasing Services

RFP No. 17-18-214

PROPOSER INFORMATION
Form A

The Procurement Department reserves the right to require a proposer to submit such evidence of their qualifications as it may deem necessary prior to the award of this contract. Proposals will be considered only from Proposer which is regularly engaged in the business of providing services described in this document.

Name of Proposer: ________________________________

Address: __________________________________________

Office Phone: ________________________________

Contract Contact Person: ___________________________/ Title: __________________________

Contract Contact Person Tel/Cell: ___________________________ Email: __________________________

Certified Small Business with ______City of West Palm Beach ______ Palm Beach County

______ Palm Beach County School Board

Number of Addendum(s) of This RFP Received: ______

**It is the responsibility of each Company to ensure that it receives all addendums.**
REPRESENTATIONS AND DISCLOSURES

RFP No. 17-18-214

STATE OF ______________________________________} } SS:
COUNTY OF ____________________________________}

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

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

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

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

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

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

5. **Criminal.** Proposer certifies that neither Proposer nor any of Proposer’s principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

6. **Procurement.** Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

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

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

10. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.

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

12. Proposer acknowledges that ADDENDA NO(S). ________________________ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of the Proposer.

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

Proposer’s Firm: _____________________________________________

Officer’s Name: _____________________________ Title: ____________________________

Signature:_________________________________________________

AFFIRMED AND SIGNED before me this ______ day of ______________________, 20___

by _____________________________ (name) as _____________________________ (title) of _____________________________ (Proposer firm), who is personally known to me or produced _____________________________ as identification.

Notary Signature: _____________________________________

Print Name: _____________________________

Notary Stamp or Commission No. _____________________________________

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

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

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

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

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

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

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

Proposer’s Firm: ________________________________________________________________

Officer’s Name: _____________________________ Title: ____________________________

Signature: _________________________________________________________________
DRUG FREE WORKPLACE FORM

The undersigned vendor 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 violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.

_______________________________________
Authorized Signature

_______________________________________
Print Name

_______________________________________
Date
Equal Benefits Certification

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

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

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

☐ 2. The firm does not need to comply with Sec. 66-9 of the City’s Code of Ordinances because of an allowable exemption: (Check exemptions that apply):
   _____ The firm’s price for the contract term awarded is $50,000 or less.
   _____ The firm employs less than five (5) employees.
   _____ The firm does not provide benefits to employees’ spouses nor employees’ dependents.
   _____ The firm is a government entity.
   _____ The contract is for the sale or lease of property.
   _____ Compliance would violate grant requirements or regulations of federal/state law.
   _____ The contract is an emergency procurement or necessary to respond to an emergency situation.

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

I, ______________________________________,  ___________________________________
   (Print Name of Authorized Officer)  (Title)
of ________________________________________________________________________________
   (Name of Firm)

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

Signature: _________________________________

STATE OF ________________________________

COUNTY OF ______________________________

Sworn to and subscribed before me this ______ day of _____________________, 20_____, by
   _________________________________, as an act of _________________________________ (firm), who is
personally known to me or produced the following identification: ________________________________.

Notary Signature: _________________________________

Print Notary Name: _________________________________

Commission No. _________________________________