



Solicitation No. 7341: Quote 9839

1.1 General Information

Title **RFP No. 7341: Management Services, False Alarm**
 Description **920-45: Management Services, False Alarm**

The vendor will provide full service solution and/or software only solution for alarm registration, billing, collection and customer service regarding false alarms.

Preview Date	Not Specified	Open Date	15-JUL-2019 08:12:44
Close Date	13-AUG-2019 15:01:00	Award Date	Not Specified
Time Zone	Eastern Time	Buyer	Jones, Neal
Quote Style	Sealed	Email	Neal.Jones@stpete.org
Outcome	Blanket Purchase Agreement		

Note The City has just completed an Oracle upgrade. Please advise of any abnormalities that you see when reviewing the document from your side of the Portal.

All questions regarding this solicitation shall be directed to Neal Jones, Procurement Analyst, at neal.jones@stpete.org, no later than Monday August 5, 2019.

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	ACCOUNTS PAYABLE FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States	Bill-To Address	ACCOUNTS PAYABLE FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States
Payment Terms	NET 30	Carrier	Common Carrier
FOB	FOB Destination	Freight Terms	Prepaid
Currency	USD (US Dollar)	Price Precision	Any
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

Section A - Profile
(a) Company Name (full legal name): <i>Your response value:</i> PM AM Corporation
(b) Federal ID number:

Section A - Profile
<i>Your response value:</i> 75-2804067
(c) Headquarters address and telephone: <i>Your response value:</i> PM AM Corporation 5430 LBJ Freeway, Suite 370 Dallas, Texas, 75240 972-831-7404
(d) Company ownership. If incorporated, the state and date of incorporation: <i>Your response value:</i> Private Held Company
(e) Year the company was founded: <i>Your response value:</i> 1999
(f) Address and phone number of the office providing this service: <i>Your response value:</i> PM AM Corporation 5430 LBJ Freeway, Suite 370 Dallas, Texas 75240 (972) 831-7401
(g) Provide the name, telephone number, and email address for the following contacts: the person(s) with signature authority for the Offeror; and the single point of contact for this project (Account Manager). <i>Your response value:</i> Signature Authority: Account Mgr: Pankaj Kumar David Moss President and CEO Vice President of Sales 972-831-7401 972-831-7404 PankajK@pmam.com DaveM@pmam.com
(h) Number of employees, both locally and nationally: <i>Your response value:</i> 124+
(i) Number of years company has operated under this name: <i>Your response value:</i> Twenty (20) Years, since 1999
(j) Brief description of the nature of the Offeror's business: <i>Your response value:</i> A technology company that provides false alarm management services (FAMS), best practices compliance software (HCM), Crime Disruptor (predictive and crime analysis), and system integration services
(k) Number of years Offeror has been in present business: <i>Your response value:</i> PM AM has been providing false alarm management services for the last 15+ Years. The company was established 20 years ago.
(l) Type of business organization (sole proprietorship, corporation, limited liability company, partnership): <i>Your response value:</i> C-Corp
(m) Company's bank of record: <i>Your response value:</i> Bank of America Merrill Lynch, Bank of America, N. A. One Cowboys Way, Suite 500 Frisco, Texas 75034 Office: 469.294.7137
(n) The Offeror acknowledges that its proposal is subject to Public Records laws (Chapter 119, Florida Statutes):

Section A - Profile
Acceptable Values YES NO <i>Your response value:</i> YES
(o) Is the Offeror registered with the Florida Department of State, Division of Corporations (Sunbiz)? Acceptable Values YES NO <i>Your response value:</i> YES
(p) Is the Offeror a city certified Small Business Enterprise (SBE)? Acceptable Values YES NO <i>Your response value:</i> NO
(q) Describe any litigation the Offeror has been a party to in the last five years where it was alleged the Offeror breached a contract for similar services with a client/customer and describe any contracts for similar services the Offeror failed to complete. Describe the facts and status of any such litigation or contract. <i>Your response value:</i> None
(r) Identify any government entity that has debarred or otherwise prohibited Offeror from responding to its competitive solicitations within the past five years. Include the name of the government entity, the contact person, phone number and e-mail address. Describe the circumstances surrounding such debarment or other prohibition. <i>Your response value:</i> None
(s) Describe any Bankruptcy Petitions filed in your firm's or its parent or subsidiaries' name, either voluntarily or involuntarily. (If applicable, specify date, circumstances, and resolution). <i>Your response value:</i> None
(t) Describe any Bankruptcy Petition(s) filed in the name of any Shareholder owning 20% or more of the issued stock or in the name of any officer in your firm's corporation/business, either voluntarily or involuntarily. (If applicable, specify date, circumstances, and resolution.) <i>Your response value:</i> None
(u) List any exceptions taken to the specifications, or other requirements listed in this solicitation. You must reference the solicitation section where exception is taken, a description of the exception, and the proposed alternative, if any. All terms, conditions, specifications and other requirements of this solicitation shall be deemed accepted by the Offeror unless excepted to in accordance with this Section A. <i>Your response value:</i> Section F – Acceptance of Base agreement, Terms and Conditions, have submitted an alternative set of Terms and Conditions that are applicable to this false alarm management, services. See Section F

<p>Section A - Profile</p> <p>(v) Unless otherwise specified herein, the Offeror confirms that prices shall remain firm for a period of ninety (90) days.</p> <p>.....</p> <p>Acceptable Values No Yes</p> <p>.....</p> <p><i>Your response value:</i> Yes</p>
<p>(w) The offeror fully warrants all material, equipment and services against poor and inferior quality or workmanship for a period of one (1) year from date of final acceptance. Copies or descriptions of all manufacture (s) warranties shall accompany bid for the item(s) proposed. The description(s) shall include the length and scope of the warranties.</p> <p>.....</p> <p>Acceptable Values No Yes</p> <p>.....</p> <p><i>Your response value:</i> Yes</p>
<p>Section B - Experience and Qualifications</p> <p>(a) Length of time Offeror has been providing services described in this solicitation. Please provide a brief description.</p> <p>.....</p> <p><i>Your response value:</i> PM AM Corporation was established in 1999 and has been in business for 20 years. For the last 15+ years, PM AM Corporation has been providing the type of services outlined in this solicitation to Cities and Counties across the country and continues to do so today.</p>
<p>b) Please upload the following Section B documentation in one continuous PDF; labeled as SECTION B - Experience and Qualifications, identified as follows and in the order as follows: 1) COMPANY BACKGROUND/HISTORY and relevant experience that qualifies Offeror to provide the services described in this solicitation. 2) RESUMES of key staff members (Account Manager, Operations Manager etc.) that will be responsible for performance of the services set forth in the RFP and any contract resulting from the RFP. Resumes shall include detail on qualifications and experience. (Indicate that document was uploaded by responding below.)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p><i>Your response value:</i> YES</p>
<p>Section C - References</p> <p>Offeror should provide a minimum of five references from similar services performed for any local government clients within the last three years. Please upload information in one continuous pdf document entitled SECTION C - References. Information provided shall include: (a) Client Name; (b) Service Description; (c) Service dates (starting and ending); (d) Staff assigned to reference engagement that will be designated for services per this solicitation (e) Client project manager name and telephone number. (Indicate that document was uploaded by responding below.)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p><i>Your response value:</i></p>

Section C - References
YES
Section D - Proposal
Provide an analysis of your management philosophy, practices and techniques including your firm's strengths and weaknesses. Include a description of your operational activities to include the following: (a) Information related to current operations in the local area and in other parts of the country. (b) Capacity for meeting the requirements described in this solicitation. (c) Details on the equipment that will be utilized for services for the City. (d) Capacity for deployment and timeframe required for deployment after notice to proceed. (e) Innovations utilized that enhance customer service. (f) Describe how Offeror will accept electronic transfer of data from the City's police system. (g) Provide screen shots and other pertinent information regarding web-based portals for both individual users and the City. Detail the benefits of the system to include capabilities, key features and user-friendliness. (h) Provide pertinent information regarding the benefits of a full-service solution administered by the Offeror. (i) Provide the level of involvement required by the City for the Full-Service Solution and the Software only solutions. (j) Describe, in detail, the security measures your firm takes to ensure the privacy and security of personal information. Response shall be uploaded as one continuous PDF document entitled SECTION D - Proposal. (Indicate that document was uploaded by responding below.)
.....
Acceptable Values YES NO
.....
Your response value: YES
Section E - Cost
Provide a completed copy of Appendix B - Fee Schedule (Indicate that document was uploaded by responding below.)
.....
Acceptable Values YES NO
.....
Your response value: YES
Section F - Acceptance of Base Agreement
The offeror certifies that it takes no exceptions to the terms and conditions of the solicitation.
.....
Acceptable Values YES NO
.....
Your response value: YES
If exceptions are taken, specify in the space below.
.....
Your response value: Please see attachment F for all exceptions.
Section G - Information Designated a Trade Secret and/or Confidential and/or Proprietary
Describe all trade secret, confidential or proprietary information Offeror is designating in its response, pursuant to paragraph 8 of the Instructions to Offerors and General Provisions. Such Information shall be uploaded in a separate electronic file entitled SECTION G - Trade Secrets - Confidential-Proprietary. Respond "N/A" if no such information will be submitted.
.....
Your response value: Please see attachment G for all Trade Secrets within PM AM's proposal.

<p>Section H - Insurance</p> <p>a) Detailed insurance requirements will be set forth in the documents herein. Attach a letter from an insurance company indicating your insurability for the following: Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate Workers' Compensation - Statutory Limits per Chapter 440. FS with \$100,000 per employee per accident, \$100,000 per employee for disease and \$500,000 for all disease Automobile Liability - \$1,000,000 combined single limit Professional Liability - \$1,000,000 per occurrence (Respond Yes to confirm Upload.)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: YES</p>
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1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Claim Status as Small Business Enterprise	File	2019-07-05 14:01:26 Claim Status as SBE.doc (Size :45568)

1.4.2 Supplier Attachments

Name	Data Type	Description
Section G - Information Designated a Trade Secret	File	2019-08-13 10:54:31 Section G - Information Designated a Trade Secret - Copy.pdf (Size :3161396)
Section A - Profile	File	2019-08-13 10:14:44 Section A - Profile.pdf (Size :150696)
Section B - Experience and Qualifications	File	2019-08-13 10:15:57 Section - B Experience and Qualifications.pdf (Size :572195)
Section D - Proposal	File	2019-08-13 10:16:41 Section D - Proposal.pdf (Size :2701018)
Section F - Acceptance of Base Agreement	File	2019-08-13 10:17:44 Section F - Acceptance of Base Agreement.pdf (Size :364519)
Section H - Insurance	File	2019-08-13 10:21:18 Section H - Insurance.pdf (Size :206366)
Section C - References	File	2019-08-13 10:37:56 Section C - References.pdf (Size :158338)
Section E - Cost	File	2019-08-13 10:38:27 Section E - Cost.pdf (Size :190026)

2 Price Schedule

2.1 Line Information

Response Total (USD) **1.00**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1 This price schedule is not part of the Request for Proposals. Please input \$1.00 to proceed.		1	DOLLAR	1	1.00	1.00

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART A

Scope of Services

1. Intent

The City of St. Petersburg ("City") is soliciting proposals from qualified firms to replace its current false alarm software and/or enter into an agreement with a firm that will be responsible for administering a full-service solution for the City's alarm process including, but not limited to: database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms and other services as directed by the City, in accordance with Section 20-225 located in Chapter 20, Article VI, Division 2 of the St. Petersburg City Code.

2. Background

The City has approximately 8,600 registered alarm users and has experienced upwards of 10,000 false alarms per year, resulting in approximately \$300,000 false alarm fines per year. False alarm billing and collection services are operated in-house using industry software, in conjunction with an outside collection agency support.

3. Scope of Work

Contractor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for the replacement of the city's current false alarm software and/or administer the city's false alarm billing and collection services.

4. Term of Agreement

The initial term of agreement will be for three years with one two-year renewal period by mutual agreement of the parties.

5. Minimum Qualifications

At a minimum, Contractor must meet the following qualifications:

- a. Have been in the business of providing false alarm billing and collection services as described herein for a minimum of five years.
- b. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.

- c. Have the ability to obtain the minimum insurance requirements set forth in this Agreement.
- d. Own or have immediate access to the equipment required to provide services.
- e. Be able to provide services without the use of subcontractors.
- f. Proposed software solution must have been designated specifically for the City's intended application of alarm services.
- g. Provides or provided alarm services to other municipalities and/or other public institutions in Florida.

6. Contractor Responsibilities

At a minimum, Contractor shall provide and meet the following responsibilities:

- a. Contractor shall provide a single point of contact (Account Manager) to administer the Agreement
- b. Contractor shall maintain Minimum Qualifications as stated in bid for the term of Agreement
- c. Contractor shall provide the software solution designated specifically for the city's intended application. Contractor to provide software, training and technical support necessary for the City to establish and operate the false alarm services, including but not limited to:
 - 1. Provide a software solution that is necessary for City to operate and maintain alarm registration, billing and collection system in a manner consistent with the Services outlined in the full-service solution;
 - 2. Provide on-site support during implementation of the software solution;
 - 3. Provide training for City staff on software included under this proposal;
 - 4. Provide technical support for proposer's software included under this proposal for the Term of Agreement.
 - 5. Software must be capable of working on City technology system(s), including but not limited to, a virtual machine environment.
- d. Contractor shall provide the full-service solution as intended herein. Contractor shall, in accordance with the City's applicable ordinance(s) regarding alarms, be responsible for implementing and providing all aspects of the false alarm services including, but not limited to:
 - 1. Provide customer service, by email and toll-free telephone, to answer general and specific questions;
 - 2. Process new applications for alarm users by mail and/or online portal;
 - 3. Process annual renewal applications by mail and/or online portal;
 - 4. Maintain records of alarm users operating in the City;
 - 5. Extract records that indicate locations of false alarms;

6. Monitor, track, notify, invoice, collect and report on false alarm occurrences;
7. Justify which false alarms are billable, the rate at which each alarm is billable, and total amount of fee to be levied for each location;
8. Issue bills daily to alarm users along with documentation of the delinquent addresses and billable amounts for each address;
9. Provide 24/7 access to information from a web browser or mobile device;
10. Provide integration with the City's CAD system, with full transparency and accountability;
11. Collect fees from alarm users for the City and report to the City the amount of fees collected, including documentation of each transaction, in accordance with item r. below;
12. Identify and provide City-approved notice to alarm users that are delinquent by 30 days;
13. Process those alarms user accounts that are delinquent by 60 days with applicable City late fee and attempt to collect on such accounts;
14. Direct citizen complaints about lack of service to an alarm address to appropriate St. Petersburg Police Department contact;
15. Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services;
16. Provide for first appeal tier service of citizen requests for review of fees and/or fines;
17. Provide for and acknowledge City's rights as final arbiter of citizen appeals at secondary appeal tier;
18. Provide gross monthly payments to the City, along with an invoice for services rendered, based upon negotiated split on collected fees for payment by City to Vendor within 30 days of receipt;
19. Provide monthly financial reports to include: Income and expense, adjustments, and accounts receivable;
20. Provide an annual audit to the City that demonstrates the complete accounting of funds received, funds retained by the contractor, and funds paid to the City;
21. Other related responsibilities to ensure proper administration of the program in its entirety;
22. The contractor shall be the point of contact for all contacts with alarm users, notwithstanding those covered under Item q above;
23. The contractor shall coordinate with the City's Police Department designee to conduct a public information campaign, prior to the start of services under the proposal, that will inform the public of the changes in service and highlight that first responders' responses to false alarm are a costly waste of taxpayer money and a major public safety concern because false alarms divert police officers from real emergencies and

delay the response time for more critical calls.

7. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. City shall provide a single point of contact (City Project Manager) to administer the Agreement.
- b. City Project Manager shall assist with planning, strategy and objectives prior to performance of the Work.
- c. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.
- d. The City Project Manager shall schedule an initial inspection and review of false alarm billing and collection services after implementation of the software only or the full-service solution. The inspection and review may be scheduled over multiple days if necessary. Pre-existing deficiencies, as well as expectations and clarifications discussed during the inspection and review shall be noted in writing by the City Project Manager. City Project Manager will schedule a meeting with Contractor to review, discuss and resolve all deficiencies. Notice of final resolution of all deficiencies shall be issued in writing and signed by Contractor and City Project Manager, after which the Contractor shall assume full responsibility for performance.

8. Account Management

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

9. Summary of Total Service Charges and Fees

Contractor shall furnish the Procurement and Supply Management Department, when requested, a detailed summary of purchases, charges and fees in electronic spreadsheet format. The summary shall include an itemized description of products and services delivered and dollar amount and quantity of each. Failure to provide this information within five (5) business days following the request may result in Contractor being found in default.

10. Personnel

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Contractor's replacement of key personnel shall not

be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a material breach of the Agreement and grounds for termination.

11. Project or Servicing Schedule ("Delivery")

The Contractor must be able to provide an operational full-service solution or implement the software solution and provide training to City personnel within 60 days after receipt of signed agreements from the City, unless otherwise agreed between the Contractor and the City in writing.

12. On-site Services

Contractor must provide on-site services as follows:

a. Preinstallation Analysis: This analysis, if selected, will be conducted on site at the City's location(s) by qualified Contractor's personnel. As part of the preinstallation analysis, Contractor personnel will review operations, define data file formats and reporting requirements, and analyze user data communications and network requirements.

b. Installation and Training Services: The Contractor will offer one or more experienced Installation Specialist(s) to travel to the City's location(s) to test and set up the software and train City personnel in field unit and software operations.

13. Maintenance Schedule

Contractor shall provide services during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding city holidays. Contractor shall schedule dates and times for providing services with the City Project Manager. Contractor shall perform monthly services within thirty (30) calendar days of the last service.

14. Training and Support

Contractor shall provide on-site support during implementation and at any time during the Term of Agreement within one business day of request by the City. The City shall have the final authority in determining satisfactory completion of implementation. Contractor shall provide software support and software maintenance services during the Term of Agreement, to include, but not be limited to, new releases, changes and enhancements. Contractor shall provide a toll-free telephone hot line during business hours of 8:00 a.m. through 8:00 p.m., ET Monday through Sunday, excluding holidays, for System support to assist City personnel in problem determination and resolution.

15. Non-Performance

a. If Contractor is found in non-performance per the Agreement requirements and responsibilities, and/or fails to

satisfactorily remedy or cure non-performance, the City Project Manager will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Contractor in writing. Contractor shall reply in writing within ten (10) business days with detailed corrective action to remedy the non-performance, including Completion Deadline date and time. Follow up or call back work to correct such non-performance shall be solely at Contractor's expense.

b. City Project Manager shall conduct inspection immediately after Completion Deadline and advise the Procurement Department in writing regarding satisfactory resolution or of any remaining deficiencies.

c. If Contractor fails to remedy or cure deficiencies identified in a vendor complaint report by the Completion Deadline, the City may deduct the costs from payment of Contractor invoices to obtain service elsewhere.

d. In the event the Contractor consistently fails to perform per the Agreement requirements, the City may terminate agreement with cause and Contractor may be removed from the bidder's list for up to a three-year period.

16. Training

Contractor shall provide all job skills training and safety training required for its employees. Safety training shall instruct employees on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

17. Price Escalation/De-escalation

Pricing ("base prices") shall remain firm for the first term of the agreement term. After the first term, Contractor may request adjustments to the base pricing of the agreement. Requests for price adjustments shall be issued in writing to the Procurement and Supply Management Director at least 30 days in advance. The request shall include written explanation and detailed supporting documentation as justification for the price change. Price adjustments shall not be effective prior to written approval by the City. Approval of price adjustments will establish a new base price from which subsequent adjustments will be calculated.

18. Emergency Services

a. Contractor shall provide the city with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the City. Contractor shall furnish a 24-hour contact telephone number in the event of such an emergency.

b. Contractor shall provide first-priority services to the city in the event of a hurricane, flood or other natural disaster, as defined by the city.

19. Conditions for Acceptance

Upon completion of all the work and services required by the contract pursuant to the City's satisfaction and at the City's sole discretion, the City will approve the Work, after which payment shall be authorized.

20. Ownership of Deliverables

All deliverables, materials, drafts and any fixture, set-up or tool created specifically for the production of the work ("Work") developed by the Contractor pursuant to this agreement shall become the sole and exclusive property of the City of St. Petersburg upon acceptance and payment. Contractor shall transfer and assign to the City all rights, title and interest in and to the Work.

23. Transition Requirements

Prior to the expiration of the Agreement, Contractor shall work with the City to ensure there is no interruption or reduction of service should the Contractor be required to end its services to the City. If a new contractor is awarded after expiration of this Agreement or if the Agreement is terminated early for any reason, Contractor shall coordinate and cooperate with the newly selected contractor, as well as with the City, to minimize any disruptions in the services provided {and to transfer and convert all claim information to the new contractor. This shall include forwarding mail including electronic mail received on the City's claims within one business day of receipt.

Online reporting capabilities shall remain operational for one year after the expiration of the Agreement.

PART B

Instructions to Offerors and General Provisions

Instructions to Offerors and General Provisions

1. Intent

The city of St. Petersburg, Florida ("City") invites qualified firms to submit proposals to replace its current false alarm software and/or be responsible to administer a full-service false alarm system.

2. Required Review

Offers are required to carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing to the procurement analyst and received by the City at least 10 days before the proposal closing. This will allow issuance of any necessary addendum. It will also help prevent opening a defective solicitation and exposure of offeror's proposals upon which an award could not be made. A protest based on omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the City, in writing, at least 10 days before the time set for closing.

3. Preparation of the Proposal

Offerors are expected to examine this solicitation and all related documents. Failure to do so is at the Offeror's risk. Each Offeror shall furnish the information required by this solicitation.

The Offerors shall retain a copy of all documents for future reference. All proposals must be submitted with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature, and provide proof of such authority with its proposal.

4. Questions Received Prior to Closing of Solicitation

All questions must be in writing and emailed to the Procurement Analyst. Telephone conversations must be confirmed in writing. Questions that may be answered by directing the questioner to a specific section of the solicitation may be answered over the telephone or by email. More complex questions may require a written addendum to the solicitation.

5. Amendments

When an amendment is issued it will be provided to all who were notified of the solicitation through the City's online bidding system. Offerors must acknowledge receipt of each amendment prior to the hour and date specified in the solicitation or as amended, following the methods specified in the amendment. Failure to acknowledge receipt of amendment may result in rejection of your proposal.

6. City Not Responsible for Preparation Costs

The City will not pay any costs associated with the preparation, submittal, presentation or evaluation of any proposal.

7. Submission or Receipt of Proposals

Proposals will be received through the City's online bidding system no later than:

Time: 3:01 p.m. (EST) Date: August 13, 2019

E-mail proposals will not be considered; however, proposals may be modified online provided such notices are received prior to the hour and date specified above.

Late proposals and modifications will not be considered. Failure to follow the instructions in this solicitation is cause for rejection of offer.

8. Information Designated a Trade Secret and/or Confidential and/or Proprietary

All proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation (even if in a separate electronic file)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Offeror believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate or electronic file, Offeror must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by Offeror as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by Offeror is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary Offeror agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with Offeror's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to Offeror's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by Offeror to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Offeror acknowledges, understands and agrees that all information in Offeror's proposal (not including information in 1.3 Requirements Section G) will be disclosed, without any notice to Offeror, if a public records request is made for such information and the City shall not be liable to Offeror for such disclosure.

Offeror acknowledges and understands that Offeror's proposal, including the information submitted in a separate

electronic file in accordance with the requirements set forth in 1.3 Requirements Section G, will be distributed to the Evaluation Committee members, City staff and City consultants to allow Offeror's entire proposal, including the information submitted in a separate electronic file, to be evaluated and considered for award of this Contract. The entire contents of Offeror's proposal, including the information submitted in a separate electronic file, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes.

9. Right to Reject Proposal

- a. Offers must comply with all the terms of the solicitation, the City Procurement Code (Section 2-246) and all applicable state and federal laws. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions and performance requirements of the solicitation.
- b. Offerors may not restrict the rights of the City or qualify their proposal. If an offeror does so, the City may determine the proposal to be a non responsive counter-offer and the proposal may be rejected.
- c. Minor informalities, that do not affect responsiveness; that are merely matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the solicitation; that are trivial, negligible or immaterial in nature; do not effect a material change in the work; or, do not constitute a substantial reservation against a requirement or provision may be waived by the City.
- d. The City's right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical or obvious errors.

10. Explanations to Offerors

Explanations or instructions shall not materially alter this solicitation unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written amendment to this solicitation will be issued and posted on the City's website at <http://www.stpete.org/internal-bids.php> for download by Offerors.

11. Acceptance of Offer

The submitted proposal shall be considered an offer on the part of the Offeror. Such offer shall be deemed accepted upon execution of the Agreement.

12. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- a. Experience and qualifications of firm
- b. Project approach
- c. Past Performance on similar contracts
- d. Innovations, creativity and added values
- e. Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions

13. Evaluation of Proposals

The proposals will be evaluated based solely on the evaluation factors or criteria set forth in this section of the solicitation. Where there are multiple responsive proposals to the solicitation, a short-listing of two or more Offerors may be made. Negotiations as outlined in this section may begin with the selected Offerors on the short-list. If there is only one responsive proposal, negotiations may proceed with a single offeror. Selected Offerors may be required to make presentations.

14. Negotiations with Offerors

a. The City may conduct discussions (negotiations) with selected Offerors for the purpose of clarification. The purpose of the negotiations shall be to ensure full understanding of the solicitation requirements, the offeror's proposal and responses to post-proposal opening and modifications to the solicitation specifications which are in the best interest of the City. Negotiations will be limited to specific negotiation issues or subjects which do not significantly change the scope or purpose of the project for which the solicitation was issued. If modifications are made as a result of these discussions they shall be put in writing. b. Following discussions, the City may set a time and date for best and final offers from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final offers. c. During the negotiation process, selected Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals related to negotiation subjects for the purpose of preparing their best and final offer which may be requested and received by the City prior to the conclusion of the negotiation process. d. Amendments, deletions and additions to the selected Offeror's original proposal shall be related to the negotiation subjects only.

15. Schedule

Solicitation	July 12, 2019
Pre-proposal Meeting	July 10, 2019
Question Cut-off	August 5, 2019
Proposal Due Date	August 13, 2019
Evaluation and Short-listing	August 22, 2019 (tentative)
Negotiations and Presentations	August 22, 2019 (tentative)
Best and Final Offer	August 26, 2019 (tentative)
Recommendation for Award	August 26, 2019 (tentative)
Negotiations Completed	August 26, 2019 (tentative)
City Council Approval	October 17, 2019 (tentative)

16. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

17. Award of Agreement

An award shall be made to the responsible Offeror whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this solicitation.

18. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Offerors for 150 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Offerors so agree by submitting their proposals.

19. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in this solicitation or amendment(s) thereto (if any) should be reported in writing to the City's Procurement & Supply Management Department. Should it be found necessary, a written amendment will be incorporated in this solicitation. The City will not be responsible for any oral instructions, clarifications, or other communications.

20. Disqualification

The City reserves the right to disqualify Offerors before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Offerors.

21. Execution of Agreement

The individual, firm, or corporation to which the Agreement is awarded shall sign the necessary agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved agreement has been received by the successful Offeror. No agreement shall be considered binding upon the City until it has been properly executed.

22. Data Collection

Pursuant to Florida Statute 119.071 Social Security Numbers collected from offerors are used for identification, verification and tax reporting purposes.

23. Public Entity Crimes

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

24. Environmentally Preferable Purchasing

It is the policy of the City to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out consistent with the City's obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Offerors are encouraged to submit items in their bids that meet the City's Environmentally Preferable Purchasing ("EPP") program standards. When submitting EPP items for consideration, offerors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the

price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

25. Offeror Registration

Offeror must be registered with the Florida Division of Corporations to do business within the State of Florida prior to award of an agreement. Offeror must be registered with the City as a vendor prior to award of an agreement. The City online Vendor Registration Form is available on the City's website at [http://www.stpete.org/with the city/index.php](http://www.stpete.org/with_the_city/index.php).

26. Nondiscrimination

Vendors and Contractors for the City of St. Petersburg are required to comply with Pinellas County Code Section 70-53 (a)(1), regarding discrimination in employment; as well as all Federal, State and local laws. Pursuant to the Code, Vendors and Contractors shall provide workplaces free from discrimination harassment and related inappropriate behavior. Behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual's or group's race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category is considered a violation of the Code. Gender includes, but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity, or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are further encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

27. Prohibited Communication

Offeror and its employees, agents, contractors and representatives are prohibited from lobbying City Council, the Mayor, City staff, selection committee members and City project consultants relative to Offeror's proposal or this solicitation until the solicitation selection and award processes have been completed. Non-compliance with this provision may result in disqualification of Offeror from consideration. Notwithstanding the foregoing, this provision shall not prohibit Offeror from (i) providing public comment in accordance with applicable laws and City policies at public meetings where public comment is permitted, (ii) making a presentation during a selection committee meeting if requested by the selection committee, or (iii) submitting a dispute or complaint in accordance with the requirements set forth in this solicitation.

28. Disputes and Complaints

All complaints or grievances should be first submitted orally or in writing to the Director of Procurement & Supply Management, who will take prompt remedial action. The Director of Procurement & Supply Management shall investigate the validity of the complaint and present the findings in writing to the Offeror. If the Offeror is dissatisfied with the Director of Procurement & Supply Management's remedies, Offeror may then make an appeal to the Mayor's office. Offerors appeal will be heard by either the Mayor or City Administrator. All complaints, grievances or appeals must be made no later than seven calendar (7) days preceding the date of the City Council meeting approving the Agreement or no later than seven calendar (7) days following the selecting of the successful Offeror if the Agreement does not need to be approved by City Council.

29. Living Wage

Living Wage Requirements. The living wage requirements set forth in St. Petersburg City Code Chapter 2, Article V, Division 8, as those requirements may be amended from time to time, (collectively, the "Living Wage Requirements") will be incorporated into the agreement between the City and the selected Offeror where applicable. Accordingly, where applicable, the selected Offeror shall (i) pay its employees for any hours worked pursuant to the agreement in accordance with the Living Wage Requirements; (ii) comply with prohibitions on retaliation and discrimination set forth in the Living Wage Requirements; (iii) comply with the provisions for enforcement and construction set forth in the Living Wage Requirements; (iv) provide required reports and certification to the City in accordance with the Living Wage Requirements. The selected Offeror must comply with the Living Wage requirements set forth in St. Petersburg City Code, Chapter 2, Article V, Division 8, as those requirements may be amended from time to time. The selected Offeror must certify compliance by executing the form included in this RFP or other means as specified herein.

30. Small Business Enterprise Program (SBE)

The City is committed to assisting Small Business Enterprises (SBEs), in accordance with Municipal City Code Chapter 2, Article V, Division 4, 2-269 to 2-272. The program's purpose is to foster growth in the economy and provide opportunities for small business. The City certifies SBEs for contracting and procurement opportunities in construction, goods and services, professional services, and supplies.

A business must be independently owned, operated and controlled, and not dominant in its field of operation and must meet the following criteria: serve a commercially useful function; been in operation for at least one year; has 50 full time employees or less; annual sales volume of \$8 million or less for construction; domiciled in Pinellas, Hillsborough, Pasco, Manatee, or Polk counties; and must be certified by the City's Greenhouse.

31. Financial Resources

Offerors selected for short-listing in the evaluation shall be required to provide documentation of their financial resources for providing services and meeting other financial obligations. Such documentation shall include a copy of Offeror's most recent year's audited financial statement summaries and the notes to the financial statement, or an individual tax return and personal financial statement of net worth for the most recent year if Offeror is an individual proprietor.

32. Health In All Policies

Pursuant to Executive Order EO-2018-04, it is the policy of the City to apply the consideration of health, health impacts, and the social determinants of health to the City's decision-making, including the delivery of services and procurement of supplies and construction. Contractors are encouraged to propose services, supplies and construction that promote health to the greatest extent practicable in their responses to City solicitations. Contractors are further encouraged to provide workplaces that promote the health and well-being of their employees.

33. Wage Theft

The City is committed to eliminating the underpayment or nonpayment of wages earned by persons working in the City of St. Petersburg. It is the policy of the City to engage the selected Offeror in support of the provisions set forth in Municipal City Code Article III, Chapter 15, Sections 15-40 through 15-46 (Ordinance No. 161-H). As such, the City is authorized to direct proactive investigations of designated industries or employers in response to reports of alleged violations of this Article from employees, residents, organizations, or employers.

PART C

Base Agreement Provision

**BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS**

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the solicitation documents.

Base Agreement - Services

AGREEMENT - SERVICES CONTRACT

THIS AGREEMENT, ("Agreement") is made and entered into on the ____ day of _____, 20__ ("Effective Date"), by and between _____ ("Contractor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Upon receipt of a purchase order issued by the City to Contractor in accordance with this Agreement (individually, "Purchase Order" and collectively, "Purchase Orders"), Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.

2. **Agreement Components.**

A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable ("BPA/CPA Form"), Purchase Orders, if any, and the following documents, which are made a part hereof by reference ("Other Documents"):

- (i) _____ ("Document 1")
- (ii) _____ ("Document 2")
- (iii) _____ ("Document 3")

(iv) _____ ("Document 4")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and terminate on _____ 20__ unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for ____ -year period(s) at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial Term and all renewal Terms.

4. **Ordering.** The City will issue Purchase Orders on an as-needed basis. Nothing contained herein shall be construed to obligate the City to issue any Purchase Orders under this Agreement. When ordering, the City will furnish Contractor with a Purchase Order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.

5. Payment.

A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement ("Services Pricing"); provided, however, that the City shall not be required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed _____ dollars annually ("Maximum Annual Price"). Contractor shall invoice the City for services in accordance with procedures established by the City. The Services Pricing and Maximum Annual Price may be increased only in strict accordance with this Agreement.

B. The Services Pricing shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Services Pricing shall be made by mutual agreement between the Parties in writing, provided that Contractor notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Contractor shall maintain competitive prices for the Term, and such prices shall be comparable to those provided to other customers receiving similar services as the City.

6. Indemnification.

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

- (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;
- (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
- (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842

St. Petersburg, FL 33731

Phone: 727-893-7027

Attention: Louis Moore

CONTRACTOR:

Attn: _____

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. Termination.

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

B. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

C. The City may terminate this Agreement as provided in Florida Statute section 287.135.

D. Termination of this Agreement shall act as a termination of the BPA/CPA Form, any Purchase Orders issued by the City, and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. City Consent and Action.

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to

indemnification, shall survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

B. There shall be no increase in the Services Pricing or the Maximum Annual Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Services Pricing or the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with

this Agreement.

33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

34. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize Contractor for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.

35. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BANK)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

By: _____
Print: _____
Title: _____

WITNESSES

By: _____
Print: _____
By: _____
Print: _____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Louis Moore, CPPO, Director

Procurement & Supply Management ATTEST

_____ (SEAL)

City Clerk (Designee)

Provisions of Contract Approved:

By: _____

Print: _____

Project Manager

Approved as to Form and Content:

City Attorney (Designee)

00299805S-03. IDIQ/on-demand services agreement w/ signature

(Acknowledgment of Contractor)

State of _____)

County of _____) ss:

City of _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____,
by _____ (Name
and Title)

of _____ ("Company"), on behalf of the Company. He/She is personally known to
me or has produced _____, as identification and appeared before me at the
time of notarization.

_____ warrants that he/she is authorized by the Company to execute the foregoing
Agreement.

NOTARY PUBLIC:

(SEAL)

My commission expires: _____

PART D

Special Provisions for Services

1. Identification of Employees

Contractor's employees shall wear uniforms or company identification badges displaying contractor's name and employee's name at all time while on city property.

2. Background Check

The City requires background checks on all Contractor employees, who perform services at all City facilities. Contractor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 calendar days to process background checks. In addition to other considerations, persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony
- d. Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

Additional background checks may be conducted by the city on Contractor's employees who provide services at high level security sites (e.g., Police, Port, and Water Resource's facilities)

Florida Statutes state that any person requiring entry to a restricted access area including the city's Port, must have a State background check per the minimum standards and a Federal credential TWIC card. Refer to § 311.12 (4) (a) 1 and (6) (a) for current requirements.

3. e-Payables

The city's preferred method for invoice payment is electronic remittance of invoices via designated credit account assigned to Contractor instead of paper checks. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

4. Ghost Card Payment

Where practicable, the City may process all payments under the Agreement by Ghost Card (virtual City credit card). Ghost Card payments are electronic purchasing-card-based payments to the Contractor through City issued virtual accounts. Reconciliation occurs through the Contractor's standard point-of-sale terminals instead of through individual invoices and checks, after fulfillment of a City-issued purchase order. Ghost Cards shall have effectivity dates and authorization for specific supplies, services and users pursuant to the terms of the Agreement. Unauthorized purchases will be the responsibility of the Contractor.

5. Multiple SourceAward

A multiple source award may be issued when awarded to two (2) or more Contractors for similar products when necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

6. Product Labels and MSDS

Contractor shall provide, prior to beginning work, manufacturer's labels and MSDS information for all chemicals to be used in the performance of Agreement. Manufacturer's labels must include (a) name and manufacturer of chemical; (b) customary use; (c) application process; (d) possible hazards; (e) special precautions; (f) emergency treatment in the event chemical is used improperly.

In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; (c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e) description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. Orders and Invoices

a. Orders will be placed against this Agreement via E-mail, and shall be accompanied by Purchase Order Numbers. All open orders are accessible by Contractor for reconciliation through their online supplier profile.

b. Unless otherwise agreed to, all performance under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (1) Name of Contractor.
- (2) Agreement Number.
- (3) Purchase Order Number.
- (4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number.
- (5) Task/delivery order number.
- (6) Date of purchase.
- (7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
- (8) Date of performance.

c. Invoices must be submitted to **ap@stpete.org** within the task/delivery order transmission issued against this Agreement. The Contractor's invoice must include, at a minimum, the following:

- (1) City's Agreement Release or Purchase Order numbers.
- (2) Name of Contractor.
- (3) Date of preparation.

- (4) Contractor's invoice number.
- (5) Address to which payment should be mailed.
- (6) City's Agreement Release or Purchase Order numbers.
- (7) A description of services furnished or supplies, including quantities, unit prices and extensions.
- (8) Discount payment terms.
- (9) Name of requesting department for whom the shipment was made.

8. Accessibility

Contractor shall fully inform itself regarding any peculiarities and limitations of the spaces available for the performance of work under this Agreement. Contractor shall exercise due and particular caution to determine that all parts of its work are made quickly and easily accessible.

9. Damage

- a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, and other property so damaged.
- b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

10. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

11. Summary of Total Sales

Contractor shall furnish the Purchasing Department as requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

12. Performance Evaluation

During this Agreement term, Contractor's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of this Agreement.

13. Insurance Certificate Maintenance

Expiration notifications for the City's insurance certificates are managed by an authorized third party firm on behalf of the City. The firm shall contact the Contractor directly via email to request updated certificates prior to expiration. Contractor shall respond directly to the firm as requested.

