



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

**TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD**

AGENDA

DECEMBER 11, 2018

9:30 AM

Town Council Meeting

Welcome!

For information regarding this agenda and the procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Danielle H. Moore, President
Margaret A. Zeidman, President Pro Tem
Julie Araskog
Lew Crampton
Bobbie Lindsay

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

A. Report from Oxbridge Academy Students Regarding Making the Transition

from Plastic to Paper.

Harrison Schram and Thomas Raymond, Oxbridge Academy Students

VI. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

A. Presentations by Shore Protection Board Applicants.

Kirk W. Blouin, Town Manager

B. Appointments to Shore Protection Board.

Kirk W. Blouin, Town Manager

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VII. COMMENTS OF MAYOR GAIL L. CONIGLIO

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

IX. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

X. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES

Kathleen Dominguez, Town Clerk

Page 26

a. November 13, 2018, Town Council Meeting Minutes

b. November 13, 2018, Special Town Council Meeting Minutes -
Final Budget Hearing

c. November 14, 2018, Town Council Development Review Meeting
Minutes

**2. Approval of Major Matters Considered by the Architectural Review
Commission at its Meeting of November 28, 2018**

Josh Martin, Director of Planning, Zoning & Building

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B. RESOLUTIONS

**1. RESOLUTION NO. 186-2018 A Resolution Of The Town Council Of
The Town Of Palm Beach, Palm Beach County, Florida, Approving
The Selection Committee Recommendation And Award Of Purchase
Order To Kimley-Horn For Professional Engineering Services For An
Infiltration And Inflow Study Of Palm Beach Sanitary Sewer System
(RFQ No. 2018-48); And Approve The Amount Of \$95,796 For Phase
1.**

Dean Mealy, Purchasing Manager

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**2. RESOLUTION 190-2018 A Resolution Of The Town Council Of The
Town Of Palm Beach, Palm Beach County, Florida, Approving A
Modification To Resolution 142-2018, To The Awarded State Of
Florida Vendor, SHI International Corp, That Provides The Annual
Microsoft Licensing Agreement To The Town.**

Dean Mealy, Purchasing Manager

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**3. RESOLUTION NO. 192-2018 A Resolution Of The Town Council Of
The Town Of Palm Beach, Palm Beach County, Florida, Awarding Bid**

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No. 2018-54 And Approving A Contract And Purchase Orders To John Cassidy, For HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Replacement Units And Related Parts, And Establishing A Project Budget Of \$121,225 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Public Works Director And The Purchasing Manager For A Five Year Contract Budget Of \$675,165, Contingent Upon Funding In Future Fiscal Years.

NOTE: **Proposed Cost Savings** of \$20,340 annually and \$101,700 over the period of five years. This is a result of the reduced number of service maintenance calls from twelve a year to six a year.

Dean Mealy, Purchasing Manager

4. RESOLUTION NO. 193-2018 A Resolution of the Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation For RFP No. 2018-55, For Temporary Personnel Services To Faneuil Inc. As The Primary Vendor And Howroyd-Wright Employment Agency, Inc. dba Appleone Employment Services As The Secondary Vendor And Establishing A Project Budget Of \$150,000.00 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Human Resource Director And The Purchasing Manager For A Five Year Contract Budget Of \$828,843.00 Contingent Upon Funding In Future Fiscal Years.

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NOTE: Proposed Cost Savings of the new contract have been identified as follows: The 2013 solicitation had the prime contractor with a 37% markup. The new solicitation has the prime contractor with a 28.8% markup. Total savings will be noted annually based on the number of agency temporaries hired by the prime contractor.

Dean Mealy, Purchasing Manager

C. OTHER

1. Preservation Foundation Request for Special Event at Bradley Park on March 6, 2020.

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Jay Boodheshwar, Deputy Town Manager

2. Recommendation to Convene the Blue Ribbon Panel to Recommend an Appointment to the Personnel Employee Relations Commission.

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Danielle Olson, Director of Human Resources

XI. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Shore Protection Board.

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E. Llwyd Ecclestone, Jr., Chair

XII. COMMITTEE REPORTS

- A. Report of the Public Works Committee Meeting Held on November 8, 2018.

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Bobbie Lindsay, Chair

XIII. REGULAR AGENDA

A. Old Business

1. Town-wide Undergrounding Project:

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a. Review of Project and Dashboard, Summary of Project Status
Steve Stern, Project Manager

b. RESOLUTION NO. 199-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc., in the Amount of \$1,448,360 for Phase 5 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

Patricia Strayer, Town Engineer

2. Update on the Town's Compensation and Benefits Study.

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Kirk W. Blouin, Town Manager

B. New Business

1. Town Manager Performance Evaluation and Town Goals.

Page 404

Kirk W. Blouin, Town Manager

2. Approve 2019 Town Council Meeting Schedule.

Page 407

Kirk W. Blouin, Town Manager

3. Recommendation to Schedule a Public Safety Committee Meeting.

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Maggie Zeidman, Chair

C. Matters Pulled From Consent Agenda: If needed

XIV. ORDINANCES

A. First Reading

1. ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, At Article 1, In Section 66-311, Prohibited Plants; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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Josh Martin, Director of Planning, Zoning and Building

2. ORDINANCE NO. 22-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Focusing on Excessive Nutrient Levels in Palm Beach County Water Bodies; Providing for Title; Providing for Definitions; Providing for Applicability; Providing for Timing of Fertilizer Applications; Providing for Fertilizer

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Free Zones; Providing for Fertilizer Content and Application Rates; Providing for Fertilizer Application Practices; Providing for Management of Grass Clippings and Vegetative Matter; Providing for Exemptions; Providing for Training; Providing for Licensing of Commercial Applicators; Providing for Enforcement; Providing for Penalties; Providing for Appeal; Providing for Severability; Providing for Inclusion in the Code of Laws and Ordinances; Providing for Enforcement; Providing for Captions; and Providing for an Effective Date.

H. Paul Brazil, P.E., Director of Public Works

XV. ANY OTHER MATTERS

XVI. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 12:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 12:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.
- Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS: Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Board and Commissions Presentations and Appointments

Agenda Title

Appointments to Shore Protection Board.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 3, 2018, from Kirk Blouin, Town Manager**
- ▣ **Applications**
- ▣ **Ballot**

TOWN OF PALM BEACH

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council
FROM: Kirk Blouin, Town Manager
RE: Shore Protection Board Appointments
DATE: December 3, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint three members to the Shore Protection Board.

GENERAL INFORMATION

There are four applicants seeking appointment to fill three vacancies.

Kane Baker, James Gavigan, and Reuben Johnson's terms expire December 31, 2018. All three members are eligible for reappointment and all three members have applied for reappointment.

J. Gerfried Mueller has also applied seeking appointment to the Shore Protection Board.

All applicants have submitted proof of residency in the Town of Palm Beach.

Attachments

KWB:cek

cc: H. Paul Brazil, Director of Public Works
Robert Weber, Coastal Program Manager
Lynne Menniti, Office Assistant II



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

SHORE PROTECTION BOARD

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: Kane K. Baker E-mail Address: KaneKBaker@comcast.net

Residence Address: 1246 N. Lake Way, Palm Beach

Mailing Address: FL. 33480 (SAO)

Home Telephone: 561-881-7101 Work Telephone: 561-881-7105

I am a resident of the Town of Palm Beach KB (please initial) KD

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Shore Protection Board?

to continue work that has been a
honor to contribute.

2. How many meetings of the Shore Protection Board have you attended in the last year? all

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance records, etc.

S.P.B.

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

5. Please list your qualifications specifically relevant to shore protection, including any degrees or certifications you may possess.

B.A. Environmental studies. Rollins college.

6. Please describe your experience with the design and/or construction of coastal protection projects.

5- years with American coastal engineering
6+ years with the shore protection board
1- year with Ocean Thermal Energy Conversion

7. Please describe any particular knowledge or experience you may have regarding alternative or emerging shore protection technology or coastal management processes.

SAC

8. Are you a member of any of the following organizations? (Check all that apply)

☐ Palm Beach Chamber of Commerce

☐ Preservation Foundation of Palm Beach

☐ Palm Beach Civic Association

☐ North End Property Owners Association

☐ Citizens' Association of Palm Beach

☐ Neighborhood Alliance of Palm Beach

☐ Other _____

9. Present occupation: Investor Number of years 30

Employer: self

10. Past occupation(s): Trustee Number of years 30

Employer(s): George F. Baker Trust

11. Please provide details regarding your educational background.

high school, college

12. To enable the Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach including your spouse, parents, siblings, or children, as applicable.

Family Member Name	Relationship	Address	Occupation	Employer
Mary Baker	wife	1246 N.W.	—	
Fletcher Baker	son	11	Real Estate	Hall + Co

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations. NO

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am
(board/commission/committee)
seeking in this application.

15. In the event you are applying to be a Regular Member of the Recreation Advisory Commission and you are not successful, will you accept appointment as an Alternate Member of the Commission should the Town Council wish to appoint you as an Alternate Member? Yes ☐ No ☒

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American
☐ Asian American
☐ Hispanic American

- ☐ Native American
☒ Caucasian
☐ Not known

GENDER

- ☒ Male ☐ Female

PHYSICALLY DISABLED

- ☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

Signature: Kane K. Baker Date: 10/23/18

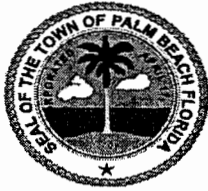
Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

SHORE PROTECTION BOARD

The Shore Protection Board acts in an advisory capacity and makes recommendations to the Town Council in matters relating to shore protection, coastal management, beach nourishment, coastal armoring, the sand transfer plant, and matters relating to the Town's Lake Worth lagoon shoreline. The scope of the Board shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination.

Members of the Board shall possess knowledge of or interest in shore protection, coastal management, and/or beach nourishment. The Board shall be composed of seven members to be appointed by the Town Council. Members of the Board shall serve for terms of three years. Each member of the Board is required to be a resident of the Town of Palm Beach, except that one member of the Board may be a non-Town resident who possesses specific knowledge or skills directly related to shore protection, coastal management, and beach nourishment. The Board shall hold at least four meetings per year and more if deemed necessary.



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

SHORE PROTECTION BOARD

TOWN OF PALM BEACH

NOV 02 2018

Town Manager's Office

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: JAMES C. GAUGAN E-mail Address: JCG@Gaugan-law.com

Residence Address: 1510 North Ocean Blvd, Palm Beach, FL 33480

Mailing Address: 1510 North Ocean Blvd, Palm Beach, FL 33480

Home Telephone: 561-842-4153 Work Telephone: 561-659-4973

I am a resident of the Town of Palm Beach (initials) (please initial) KD

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Shore Protection Board?

As a resident of Palm Beach for 45 years
I have a love and appreciation of the ocean. it is my
highest priority to protect the beach and our shoreline

2. How many meetings of the Shore Protection Board have you attended in the last year? all

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance records, etc.

- Palm Recreation Board for approximately 8 years.
and chairperson for last 2 years.
- Shore Board for the past 3 years

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

NONE

5. Please list your qualifications specifically relevant to shore protection, including any degrees or certifications you may possess.

Graduate of Georgetown Univ College (1968) and Law School (1972). Practicing Attorney in Palm Beach County for past 45 years.

6. Please describe your experience with the design and/or construction of coastal protection projects.

As a member of Shore Board for past 3 years have engaged knowledge and experience in the presentation and reading of materials and expert testimony.

7. Please describe any particular knowledge or experience you may have regarding alternative or emerging shore protection technology or coastal management processes.

As a member of Shoreboard for past 3 years have participated in meetings and discussion concerning the shore projects and processes.

8. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☒ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Citizens' Association of Palm Beach | ☐ Neighborhood Alliance of Palm Beach |
| ☐ Other <u>Director Emeritus</u> | |

the Beach Club, P.B.F.

9. Present occupation: ATTORNEY Number of years 45

Employer: James C. Gavigan P.A.

10. Past occupation(s): Attorney Number of years 45

Employer(s): James C. Gavigan P.A. 1988-2018

P.B. STATE ATH INC 1973-74

WALTON LANDCOFF CPA 1975-76

Hartley + Gavigan 1977-88

11. Please provide details regarding your educational background.

Georgetown Univ/College 1968
Georgetown Law School 1972

12. To enable the Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach including your spouse, parents, siblings, or children, as applicable.

Family Member Name	Relationship	Address	Occupation	Employer
Valerie Gagny	WIFE	1510 N Ocean	Office	Johnson C.
		Bldg PB F1	manager	Crutcher 1/3
		33480		

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations. NO

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am
(board/commission/committee)
seeking in this application.

15. In the event you are applying to be a Regular Member of the Recreation Advisory Commission and you are not successful, will you accept appointment as an Alternate Member of the Commission should the Town Council wish to appoint you as an Alternate Member? Yes ☐ No ☐

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American
☐ Asian American
☐ Hispanic American

- ☐ Native American
☒ Caucasian
☐ Not known

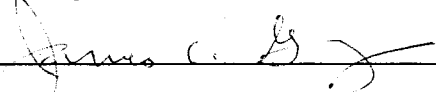
GENDER

- ☐ Male ☐ Female

PHYSICALLY DISABLED

- ☐ Yes ☐ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

Signature:  Date: 10/25/2018

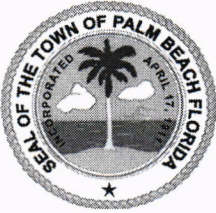
Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

SHORE PROTECTION BOARD

The Shore Protection Board acts in an advisory capacity and makes recommendations to the Town Council in matters relating to shore protection, coastal management, beach nourishment, coastal armoring, the sand transfer plant, and matters relating to the Town's Lake Worth lagoon shoreline. The scope of the Board shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination.

Members of the Board shall possess knowledge of or interest in shore protection, coastal management, and/or beach nourishment. The Board shall be composed of seven members to be appointed by the Town Council. Members of the Board shall serve for terms of three years. Each member of the Board is required to be a resident of the Town of Palm Beach, except that one member of the Board may be a non-Town resident who possesses specific knowledge or skills directly related to shore protection, coastal management, and beach nourishment. The Board shall hold at least four meetings per year and more if deemed necessary.



TOWN OF PALM BEACH
APPLICATION FOR SERVICE ON
SHORE PROTECTION BOARD

2018 NOV 29 PM 2:04 TOWN CLERK

RECEIVED

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: REUBEN B JOHNSON III E-mail Address: johnsonwatkins@aol.com

Residence Address: 990 ADAM ROAD, PALM BEACH, FL 33480

Mailing Address: SAME AS ABOVE

Home Telephone: 561 882-0126 MOBILE Work Telephone: 561 346-1365

I am a resident of the Town of Palm Beach [Signature] (please initial) KD

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Shore Protection Board?

I have served on the Shore Protection Board ("SPB") for the past three years. During that time I have learned a great deal about the issues regarding shore protection, particularly about the challenges facing Palm Beach. I believe my experience will be helpful in assisting the Town Council.

2. How many meetings of the Shore Protection Board have you attended in the last year? 5

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance records, etc.

No recent experience on government public sector boards

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

In 2019 = February 19 to March 9, April 4 to April 16, May 13 to May 30.

5. Please list your qualifications specifically relevant to shore protection, including any degrees or certifications you may possess.

My expertise is in corporate finance but I have learned a lot about shore protection through my service on the SPB and from reading on the subject. I have worked in the public sector and understand how it functions

6. Please describe your experience with the design and/or construction of coastal protection projects.

None - except what I have learned in the past three years on the SPB.

7. Please describe any particular knowledge or experience you may have regarding alternative or emerging shore protection technology or coastal management processes.

I have learned a great deal from the Town staff during my tenure on the SPB and ~~the~~ have studied the various reports prepared for the Town by various consultants.

8. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☐ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Citizens' Association of Palm Beach | ☐ Neighborhood Alliance of Palm Beach |
| ☐ Other _____ | |

9. Present occupation: Retired Number of years 7

Employer: _____

10. Past occupation(s): Investment Banker Number of years 30+

Employer(s): BG Strategic Advisors, Botsford Associates, Raymond James, Lehman Brothers, JP Morgan, NY State Division of Housing and Community Renewal, NY State Urban Development Corp

11. Please provide details regarding your educational background.

B.A. with Honors, Wesleyan University (Major: College of Social Studies)
M.A. Fletcher School of Law and Diplomacy, Tufts Univ. (International Relations)
M.Phil, Columbia University (Political Sociology)

12. To enable the Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach including your spouse, parents, siblings, or children, as applicable.

Family Member Name	Relationship	Address	Occupation	Employer
Mary Watkins	Wife	990 Adam Road	Retired	JP Morgan

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations. No

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am
(board/commission/committee)
seeking in this application.

15. In the event you are applying to be a Regular Member of the Shore Protection Board and you are not successful, will you accept appointment as an Alternate Member of the Commission should the Town Council wish to appoint you as an Alternate Member? Yes ☐ No ☐

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American
☐ Asian American
☐ Hispanic American

- ☐ Native American
☒ Caucasian
☐ Not known

GENDER

- ☒ Male ☐ Female

PHYSICALLY DISABLED

- ☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

Signature: _____

Date: _____

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

SHORE PROTECTION BOARD

The Shore Protection Board acts in an advisory capacity and makes recommendations to the Town Council in matters relating to shore protection, coastal management, beach nourishment, coastal armoring, the sand transfer plant, and matters relating to the Town's Lake Worth lagoon shoreline. The scope of the Board shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination.

Members of the Board shall possess knowledge of or interest in shore protection, coastal management, and/or beach nourishment. The Board shall be composed of seven members to be appointed by the Town Council. Members of the Board shall serve for terms of three years. Each member of the Board is required to be a resident of the Town of Palm Beach, except that one member of the Board may be a non-Town resident who possesses specific knowledge or skills directly related to shore protection, coastal management, and beach nourishment. The Board shall hold at least four meetings per year and more if deemed necessary.



TOWN OF PALM BEACH
APPLICATION FOR SERVICE ON
SHORE PROTECTION BOARD

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: J. Gerfried Mueller E-mail Address: jeffgmueller@gmail.com

Residence Address: 3230 South Ocean Blvd. Apt. 211 Palm Beach FL

Mailing Address: same

Home Telephone: 561 585 7788 Work Telephone: _____

I am a resident of the Town of Palm Beach JM (please initial)

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Shore Protection Board? JD see p. 5

I have lived in PB in a Condo on the ocean over 24 years. I have watched the beach disappearing more and more. Based on my studies in Physics I know the shore protection needs different approaches

2. How many meetings of the Shore Protection Board have you attended in the last year? none

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance records, etc.

n/a

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

none

5. Please list your qualifications specifically relevant to shore protection, including any degrees or certifications you may possess.

I studied at the Universities of MUNICH, ZURICH and was assistant Professor at the University of VIENNA.

I hold a degree in Physics, also a Doctorat and special degrees in the medical field.

6. Please describe your experience with the design and/or construction of coastal protection projects.

I have seen the gargantuan projects in the NETHERLANDS and some smaller ones in FRANCE on the Atlantic.

7. Please describe any particular knowledge or experience you may have regarding alternative or emerging shore protection technology or coastal management processes.

From my childhood on I learned from my father who owned one of the biggest SAND processing companies

in Europe. I understand and know how to classify sand with all its different granular sizes which were used in

construction to ultra fine water and air filters that protect from radioactive outfall.

8. Are you a member of any of the following organizations? (Check all that apply)

☐ Palm Beach Chamber of Commerce

☐ Preservation Foundation of Palm Beach

☐ Palm Beach Civic Association

☐ North End Property Owners Association

☒ Citizens' Association of Palm Beach

☐ Neighborhood Alliance of Palm Beach

☐ Other _____

9. Present occupation: retired Number of years 12

Employer: _____

10. Past occupation(s): consultant in the medical field Number of years 28

Employer(s): _____

11. Please provide details regarding your educational background.

see No 5.

12. To enable the Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach including your spouse, parents, siblings, or children, as applicable.

Family Member Name	Relationship	Address	Occupation	Employer
n/a				

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations. no

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am
(board/commission/committee)
seeking in this application.

15. In the event you are applying to be a Regular Member of the Shore Protection Board and you are not successful, will you accept appointment as an Alternate Member of the Commission should the Town Council wish to appoint you as an Alternate Member? Yes ☒ No ☐

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American
☐ Asian American
☐ Hispanic American

- ☐ Native American
☐ Caucasian
☐ Not known

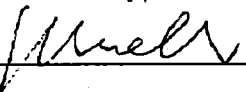
GENDER

- ☐ Male ☐ Female

PHYSICALLY DISABLED

- ☐ Yes ☐ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

Signature:  Date: Nov. 27 2018

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

SHORE PROTECTION BOARD

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Members of the Board shall possess knowledge of or interest in shore protection, coastal management, and/or beach nourishment. The Board shall be composed of seven members to be appointed by the Town Council. Members of the Board shall serve for terms of three years. Each member of the Board is required to be a resident of the Town of Palm Beach, except that one member of the Board may be a non-Town resident who possesses specific knowledge or skills directly related to shore protection, coastal management, and beach nourishment. The Board shall hold at least four meetings per year and more if deemed necessary.

**BALLOT FOR APPOINTMENT OF A MEMBER
TO THE SHORE PROTECTION BOARD
Town Council Meeting on December 11, 2018**

Positions to be filled: 3 Regular Members

Please circle 3 names from the list of names appearing below.

Regular Members Applying for Reappointment

Kane Baker

James Gavigan

Reuben Johnson, III

Others Applying for Appointment

J. Gerfried Mueller

Signature of Town Council Member: _____
Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda Minutes

Agenda Title TOWN COUNCIL MEETING MINUTES *Kathleen Dominguez, Town Clerk*

- a. November 13, 2018, Town Council Meeting Minutes
- b. November 13, 2018, Special Town Council Meeting Minutes -
Final Budget Hearing
- c. November 14, 2018, Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **Minutes of the November 13, 2018, Town Council Meeting**
- ▣ **Minutes of the November 13, 2018, Special Town Council Meeting**
- ▣ **Minutes of the November 14, 2018, Town Council Development Review Meeting**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, NOVEMBER 13, 2018

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council Meeting was called to order on Tuesday, November 13, 2018, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Dominguez gave the invocation. President Moore led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA - None

IV. APPROVAL OF AGENDA

Motion was made by Council Member Lindsay, and was seconded by Council Member Crampton, to approve the Agenda. On roll call, the motion passed unanimously.

V. PRESENTATIONS

- A.** Presentation by the Florida Department of Environmental Preservation of a Florida Recreation Development Assistance Program Grant Check for Phipps Ocean Park.

Jacob Bennet, Assistant Park Manager, John D. MacArthur Beach State Park

Mr. Bennet presented a grant check for \$50,000 for the funding of the new playground, picnic tables, tennis facility renovations, restrooms, and landscaping improvements at Phipps Ocean Park.

- B.** Presentation by the Palm Beach Committee of the Audubon Islands Sanctuary.
Katie Carpenter, Palm Beach Committee Co-Chair

Katie Carpenter and Campion Platt provided a presentation on their efforts to restore and raise awareness of the Audubon Islands Sanctuary.

- C. Presentation by the Solid Waste Authority of Palm Beach County of Revenue Share Check from the Sale of Recyclables in the Town of Palm Beach.

Willie Puz, Public Affairs Director for the Palm Beach County Solid Waste Authority (SWA), provided an overview of the history, services and mission of the SWA. He also spoke regarding the monies generated by the Town's involvement in the recycling revenue share program over the years and presented a check to the Town in the amount of \$298,000.

VI. **BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS**

- A. Presentations by Investment Advisory Committee Applicants.
Kirk Blouin, Town Manager

The following applicant made presented his qualifications to the Town Council:

David McDonald

- B. Appointment to Investment Advisory Committee.
Kirk Blouin, Town Manager

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to ratify the appointment of David McDonald to the Investment Advisory Committee. On roll call, the motion passed unanimously.

VII. **COMMENTS OF MAYOR GAIL L. CONIGLIO**

Mayor Coniglio expressed her gratitude and sent her best wishes to the residents.

She congratulated Sean Baker, EMS Coordinator Division Chief on his 2018 Town of Palm Beach Employee of the Year Award and invited him to approach the podium.

Mr. Baker expressed his gratitude for the award and recognition. He acknowledged the public safety staff and spoke regarding their willingness to go beyond the call of duty every day.

Mayor Coniglio brought up an ordinance that was recently presented to the Palm Beach County Board of Commissioners that could potentially conflict with the Town's local ordinance regarding sober homes. She requested the Town Attorney's review of the County's ordinance in order to determine whether or not the Town's Code of Ordinances supersedes the County's ordinance so the Town can take the appropriate action.

She commented on the compensation and benefits study for the employees and asked the community to rally in support of the employee base.

Mayor Coniglio spoke regarding the 2020 US Census and introduced Lisa De La Rionda, Palm Beach County's Public Affairs Director. Ms. De La Rionda spoke regarding the importance of participating in the US Census, the monetary benefits to the County and the Town, and provided an overview of how to participate by mail, in person, by phone or online.

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Moore wished the Town residents a Happy Thanksgiving and spoke regarding the potential ban on motorized scooters in Palm Beach. She informed the Town Council that the City of Beverly Hills and other major cities in California have recently adopted legislation banning scooters and other dock less mobility devices. She suggested that staff review these ordinances for future consideration.

Council Member Crampton acknowledged the firefighters who went to the Florida Panhandle and the state of Georgia to help the victims of Hurricane Michael. He thanked Lt. Paramedic Anthony Curtis, Driver Engineer Paramedic Billy Layman, Driver Engineer Paramedic Stephen Montoya, and Firefighter Paramedic Austin Bradshaw.

Council Member Araskog spoke regarding the alarmingly high rate of public safety staff turnover and recommended that the Evergreen Solutions firm focus their attention on the public safety department first in order to yield quicker results, and then address the general employees afterwards.

Council President Pro Tem Zeidman spoke regarding the retention and recruitment issues with public safety. She acknowledged the various reasons for the turnover and the need to invest the time and resources to get to the right solution. She encouraged the residents to get their flu shot and announced that the Fire Department won the chili cook-off on Saturday among 23 other local municipal Fire Departments.

Council Member Lindsay provided some historical background on the budget cuts and pension changes that were made in 2012 and the impact it had on the Pension Fund and the employee base. She mentioned the general employees have not had a compensation study in over 10 years and that they do a great job. She thanked the Town Manager for encouraging the Town Council to speak to the public safety personnel and that she intends to do the same with the general employees.

IX. COMMUNICATIONS FROM CITIZENS

Diane Buhler, Friends of Palm Beach, spoke regarding her commitment and inspiration to end the cycle of homelessness and remove trash from the beaches. She provided dates, times and locations for upcoming beach clean-ups and ways the community can get involved.

Richard Rene Silvin, Australian Avenue, spoke regarding the Preservation Foundation's Water Rising Educational Series and the need to increase awareness of the catastrophic risks of flooding. He encouraged the Town residents to attend and spread the word in order to ensure its success and most importantly, that the proactive steps are taken to keep the Island of Palm Beach safe.

John David Corey, Australian Avenue, spoke regarding the Town Docks project and the need to look at traffic calming measures and beautification for the residential area near the Docks.

X. APPROVAL OF CONSENT AGENDA

Resolution No. 188-2018 was pulled from the Consent Agenda and placed under Item

XII. C.

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Lindsay, to approve the Consent Agenda, as amended. On roll call, the motion passed unanimously.

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES
Kathleen Dominguez, Town Clerk
 - a. October 9, 2018, Town Council Meeting Minutes
 - b. October 10, 2018, Town Council Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 24, 2018.
Josh Martin, Director of Planning, Zoning & Building

B. RESOLUTIONS

1. RESOLUTION NO. 185-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Rechten International Trucks,, Inc. For The Purchase Of One 2019 International Dump Truck; And Approval To Fund The Project From The Equipment Replacement Fund In The Amount Of \$88,688, for a Total Budget of \$92,688.
Dean Mealy, Purchasing Manager
2. RESOLUTION NO. 187-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town of Palm Beach to Submit an Application for the FY2018 Presidential Residence Protection Assistance (PRPA) Grant for Reimbursement of Applicable Law Enforcement Personnel Overtime Expenses Incurred During the Grant Period; And Authorizing the Town Manager and Staff to Execute All Documents Necessary on Behalf of the Town of Palm Beach.
Nicholas Caristo, Acting Chief of Police
3. RESOLUTION NO. 188-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town of Palm Beach to Submit an Application to the Florida Department of Law Enforcement (FDLE) Justice Assistance Grant (JAG) Program Requesting \$50,000 from JAG Residual Funds; For Purposes of Applying Funds Towards the Purchase of a Virtual Training System; and Authorizing the Town Manager and Staff to Execute all Documents Necessary on Behalf of the Town Of Palm Beach. – ***PULLED FROM CONSENT.***
Nicholas Caristo, Acting Chief of Police
4. RESOLUTION NO. 189-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Adding a Fee for Failure to Pay

Parking Penalties after 120 days, Amending the Cap-Off and Connection Fee Schedule; and Providing an Effective Date.

Jane Le Clainche, Director of Finance

5. RESOLUTION NO. 191-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Acceptance of State Grant No. A9055 from the Florida Department of Environmental Protection, Under the Florida Recreation Development Assistance Program for \$50,000, at Phipps Ocean Park for Playground and Recreation Equipment and Authorizing Town Capital Improvement Funding to be Reimbursed by the Florida Department of Environmental Protection in the Amount of the Awarded Grant and Authorizing the Town Manager to Execute the Grant Agreement on Behalf of the Town.

H. Paul Brazil, P.E., Director of Public Works

C. OTHER

1. Status Report of Delinquent Accounts and Request for Authorization to Write-off Uncollectible Accounts.

Jane Le Clainche, Director of Finance

XI. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules and Standards Committee Meeting Held on October 11, 2018.

Julie Araskog, Chair

Chair Araskog provided an overview of the report.

Motion was made by Council Member Crampton, and was seconded by Council Member Lindsay, to approve the ORS Report of October 11, 2018. On roll call, the motion passed unanimously.

XII. REGULAR AGENDA

A. Old Business

1. Town-Wide Undergrounding Project
Steve Stern, Project Manager

- a. Review of Project and Dashboard, Summary of Project Status.

Steve Stern, Underground Project Manager, provided key project updates, announced the dates and times for the Underground Utilities Project community meeting and reported the reasons for the spotty cell phone coverage in the North end.

In response to questions from Council Member Araskog, Mr. Stern spoke regarding the pending chicane solution for the residents of Seagate Road, the underground conversion process and notification

procedure for the residents in the South end, and provided the status of the construction agreement for the overhead wire removal.

Council Member Crampton announced the data that was released by FP&L to the State regarding service reliability in 2017, which included the average amount of time customers experienced power outages for overhead feeders versus underground feeders.

In response to a question from Council President Pro Tem Zeidman, Mr. Stern provided clarification on the definition of 3-phase power requirements and how it applies to commercial properties and older homes.

Council President Pro Tem Zeidman requested to see the construction start dates and locations for each phase listed on the Gantt chart provided in the back up.

2. Status of the Compensation and Benefits Study.

Jay Boodheshwar, Deputy Town Manager

Town Manager Blouin provided an overview of the study and the recent modification to expand the project scope to include 70 positions.

Discussion ensued regarding the project scope, timeline, cost, and the high rate of general employee turnover.

Council Member Araskog requested that the Evergreen Solutions firm study the public-safety employees first before studying the town's general employees in order to address the immediate turnover needs of the public safety sector.

Danielle Olson, Human Resources Director, spoke regarding the rate of general employee turnover for the current fiscal year versus previous years.

Discussion ensued regarding the need for a total package analysis that includes both public safety and general employees in order to make the best policy decision.

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to not expand the study and keep the project scope to 70 positions. On roll call, the motion passed unanimously.

3. RESOLUTION NO. 176-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for Commercial Real Estate Broker (RFP No. 2018-37) to CRBE; and Approve for the Town Manager to Negotiate a Contract with Awarded Vendor to be Brought Back to Town Council for Final Review and Approval.

Jay Boodheshwar, Deputy Town Manager

Dean Mealy, Purchasing Manager, requested to defer the resolution to a later date so that staff can continue with the negotiation process and provide more options..

Motion was made by Council Member Araskog, and was seconded by Council Member Lindsay, to defer Resolution No. 176-2018 to a future meeting. On roll call, the motion passed unanimously.

(Clerk's Note: Item XII. B. was taken out of order and heard immediately following the above item.)

4. Joint Meeting with Retirement Board of Trustees: Discussion Regarding Actuarial Assumptions and Methods
Kirk W. Blouin, Town Manager
TIME CERTAIN: 2:00 P.M.

(Clerk's Note: Due to its 2:00 p.m. time certain, the above item was heard immediately following Item XIII. A.)

The Joint Meeting with the Retirement Board of Trustees was called to order on Tuesday, November 13, 2018, at 2:00 p.m. in the Town Council Chambers. On roll call, all of the elected officials and Retirement Board members were found to be present with exception of: Daniel Wilkinson.

Town Manager Blouin provided an overview of the strategy to reduce the unfunded actuarial accrued liability by reducing the amortization period.

- a. Presentation by Actuary Pete Strong, GRS.

Pete Strong, GRS, provided a presentation on the methods for reducing the unfunded liability using a hybrid 15-year and 20-year amortization schedule.

- b. Discussion Regarding Actuarial Assumptions and Methods.

Discussion ensued regarding the advantages and disadvantages to reducing the amortization schedule, cost savings, sustainability, and the impact to the Town's operating budget.

- c. Board Action on Actuarial Assumptions and Methods.

Dan Stanton, Retirement Board Member, spoke in support of reducing the amortization schedule and the importance of making a directional decision today.

Pat Cooper, Palm Beach Civic Association, requested that the Town Council look into the assumed rate of return.

Motion was made by Edward Carter, and was seconded by Bradford Kaufman to adopt the hybrid plan approach and reduce the amortization schedule from 25 years to a 15 and 20-year schedule. On roll call, the motion passed unanimously.

The Joint Meeting with the Retirement Board was adjourned and the Town Council reconvened the Regular Meeting.

B. New Business

1. Renaming of Via Demario.

Josh Martin, Director of Planning, Zoning & Building

(Clerk's Note: This item was taken out of order and heard immediately following Item XII. A. 3.)

Director Martin provided an overview of the property owner's request to rename Via DeMario on Worth Avenue to Via Newsome. He explained that the name change would not affect any emergency response systems or mail systems and provided a brief history of the unofficial name change procedure for the Worth Avenue vias.

Peter Carney, Attorney for John Newsome, Jr., explained the reason for the name change.

President Moore suggested that Director Martin research a formal procedure for renaming the Worth Avenue vias for future consideration.

Motion was made by Council Member Crampton, and was seconded by Council President Moore, to rename Via Demario to Via Newsome. On roll call, the motion passed unanimously.

2. Worth Avenue Valet Parking Pilot Program.

Josh Martin, Director of Planning, Zoning & Building

Director Martin provided an overview of the plan, which included the circulation pattern, loading/unloading zones, hours, services, parking lot location and valet stand area.

Daren Rubenfeld spoke on behalf of Jane Holzner who sought the vast majority of the property owners along the 200 block of Worth Avenue to approve having valet parking on Worth Ave. He spoke regarding the partnership with the Town in sharing the data collected during the pilot program and the monetary support for the study.

Mayor Coniglio expressed her hopes that the Apollo and Esplanade lots will have participation from the Worth Avenue employees in a manner that is affordable.

C. Matters Pulled From Consent Agenda:

1. RESOLUTION NO. 188-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town of Palm Beach to Submit an Application to the Florida Department of Law Enforcement (FDLE) Justice Assistance Grant (JAG) Program Requesting \$50,000 from JAG Residual Funds; For Purposes of Applying Funds Towards the Purchase of a Virtual Training System; and Authorizing the Town Manager and Staff to Execute all Documents Necessary on Behalf of the Town Of Palm Beach.

Nicholas Caristo, Acting Chief of Police

Town Manager Blouin provided an overview of the virtual training system and how it benefits the police department.

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to approve Resolution No 188-2018. On roll call, the motion passed unanimously.

XIII. ORDINANCES

A. First Reading

1. ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, Article Iv, Vegetation,; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Josh Martin, Director of Planning, Zoning & Building

Council Member Lindsay provided feedback and recommendations from her colleague and professional landscape designer Jorge Sanchez on the following sections: 1) Section 66-311 (d) - replace existing *Ficus benjamina* hedge with a similar plant called *Ficus nitida*. 2) Section 66-285 (3) – reduce 30% to 25% as the achievable ratio for native vegetation requirements 3) Section 66-286 (5) - consider a study on banning the use of dyed mulches. She also noted a correction needed to page 7 under Section 66-212 (1) and suggested placing the word “and” after the word “evapotranspiration”.

Mayor Coniglio expressed concerns about the changes to the definitions and issues with enforcement.

In response to a question from Mayor Coniglio, Director Martin asserted that the definitions are too broad and suggested class regulation instead. He also recommended providing a Native Plant Resource List to help the residents, gardeners and landscape architects.

Motion was made by Council Member Lindsay, and was seconded by Council Member Araskog, to defer the Ordinance amending Chapter 66 back to the ORS Committee for further study. On roll call, the motion passed unanimously.

(Clerk's Note: The Town Council recessed for lunch at 12:30 p.m. and reconvened at 2:00 p.m.)

XIV. ANY OTHER MATTERS

Warren Belmar, 130 Sunrise Avenue, requested that the Shore Protection Board meeting scheduled for November 29, 2018 at 9:00 am be added to the meeting schedule attached to the meeting agenda and Town Calendar on the main website.

Mayor Coniglio requested the Town Attorney's interpretation of the Sunshine Law with respect to the Town Council's participation in public meetings and information sessions.

In response to Mayor Coniglio, Town Attorney Randolph spoke regarding the appropriate way the Town Council should participate in discussions in public meetings and advisory board meetings.

XV. ADJOURNMENT

There being no further business, the November 13, 2018, regular Town Council meeting was adjourned at 3:30 p.m.

APPROVED:

Danielle H. Moore
Town Council President

ATTEST:

Kathleen Dominguez
Town Clerk



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING HELD ON TUESDAY, NOVEMBER 13, 2018

I. CALL TO ORDER AND ROLL CALL

The Special Town Council Meeting was called to order on Tuesday, November 13, 2018, at 5:01 p.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. PLEDGE OF ALLEGIANCE

Council President Moore led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve the Agenda. On call for a vote, the motion passed unanimously.

IV. PUBLIC HEARING ON FINAL MILLAGE RATE AND FY19 BUDGET

A. Proof of Publication

Town Clerk Dominguez confirmed receipt of the proof of publication.

B. Announcement of Proposed Operating Millage Rate

Council President Moore read into the record the proposed operating Millage Rate.

C. Reasons for Proposed Operating Millage Rate Increase from the Rolled-Back Millage Rate

Town Manager Blouin provided the reasons for the increase from the rolled-back millage rate.

D. Comments and Questions from the Public

- E. RESOLUTION NO. 194-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Reaffirming the Adoption of the Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2018, and Ending September 30, 2019; Setting Forth Certain Information Regarding the Rolled-Back Millage Rate; Directing the Town Manager or the Finance Director to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; Providing an Effective Date.

Town Attorney Randolph read Resolution No. 194-2018 into the record.

A motion was made by Council Member Lindsay, and was seconded by Council Member Araskog, to adopt Resolution No. 194-2018. On roll call, the motion passed unanimously.

- F. RESOLUTION NO. 195-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Reaffirming the Adoption of a Final Budget and Appropriating Funds for the Fiscal Year Beginning October 1, 2018, and Ending September 30, 2019; Providing for an Effective Date.

Town Attorney Randolph read Resolution No. 195-2018 into the record.

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Crampton, to adopt Resolution No. 195-2018. On roll call, the motion passed unanimously.

V. ANY OTHER MATTERS - *None*

VI. ADJOURNMENT

There being no further business to discuss, the Special Town Council Meeting November 13, 2018 was adjourned at 5:12 p.m.

APPROVED:

Danielle H. Moore
Town Council President

ATTEST:

Kathleen Dominguez
Town Clerk

Date: _____



TOWN OF PALM BEACH

Minutes of the Town Council Meeting Held on November 14, 2018

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order Wednesday, November 14, 2018 at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present with the exception of Council Member Araskog.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Ruderman gave the invocation. Council President Moore led the Pledge of Allegiance.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO - None

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND DIRECTOR OF PLANNING, ZONING AND BUILDING - None

V. COMMUNICATIONS FROM CITIZENS - None

VI. APPROVAL OF AGENDA

The following changes were made to the agenda:

DEFERRALS: The following items were deferred to the December 12, 2018 Town Council meeting.

Item VII.B.1.d. Z-18-00034 Special Exception with Site Plan Review and Variances

Item VII.B.1.e., Z-18-00036 Variances

Item VII.B.1.f., Z-18-00138 Special Exception with Site Plan Review

Item VII.B.2.a., Z-18-00142 Special Exception with Site Plan Review and Variances

The following item was added to ANY OTHER MATTERS:

Resolution No. 194-2018

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Lindsay, to approve the agenda, as amended above. On roll call, the motion carried unanimously.

Town Attorney Randolph expressed the importance of ex-parte communications. A discussion on ex-parte communications ensued.

VII. DEVELOPMENT REVIEWS

A. Time Extensions and Waivers

1. Extension of Time Schedule for Completion of Construction
Per Town Code Chapter 18, Section 18-237
1906 South Ocean Boulevard

David Palmer of Livingston Builders provided details of the request.

Director Martin provided Staff comments.

Motion was made by Council Member Lindsay, and seconded by Council Member Crampton, to approve Extension of Time Schedule for Completion of Construction Per Town Code Chapter 18, Section 18-237. On roll all, the motion carried unanimously.

2. Extension of Time Schedule for Completion of Construction
Per Town Code Chapter 18, Section 18-237
270 Algoma Road

Andy Pizey of Euro Construction Services provided details of the request.

Director Martin provided Staff comments.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Crampton, to approve Extension of Time Schedule for Completion of Construction Per Town Code Chapter 18, Section 18-237. On roll all, the motion carried unanimously.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

a. Z-18-00108 SPECIAL EXCEPTION WITH VARIANCE(S) Zoning District: C-TS Town Serving Commercial The application of Palm Beach Hotel Condominium Association, Inc., Applicant, relative to property located at 235 SUNRISE AVE SUITE: CM 23, legal description on file, is described below. A request for a variance and a special exception to expand a non conforming use ("hotel") to incorporate a 3,200 square foot space on the ground floor to be used as a gym

which is an accessory use to the condominium hotel. [Applicant's Representative: Maura Ziska Esq] If approved, consideration of proposed Declaration of Use Agreement.

Ex-parte communications were declared by Council Member Lindsay.

Attorney Ziska provided details of the project.

Architect Gonzales provided additional details.

Director Martin provided Staff comments.

Fire Marshal DeLoach provided additional comments.

Discussion took place on fire doors and safety of the building.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, to defer Z-18-00108 Special Exception with Variance(s) to the December 12, 2018 Town Council Meeting. On roll call, the motion carried unanimously.

b. Z-18-00113 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)
Zoning District: B-A Beach Area The application of 1178 OCEAN LLC, Applicant, relative to property located at 1178 N OCEAN BLVD SUITE:BEACH CABANA, legal description on file, is described below. The Applicant seeks to reconstruct an existing beach house east of Ocean Boulevard adjacent to the east of property owned by the Applicant on the existing footprint in the existing location. Due to changes in the zoning code since the beach house was originally built, the variances indicated below are required, since greater than 50% of the existing structure, determined by cubic footage, is being demolished (per Code Section 134 417). To permit construction of a beach house with a square footage of 519 square feet, existing and proposed, in lieu of 350 square feet allowed by Special Exception. To permit the construction of a beach house with a depth dimension of 24' 8 1/2", existing and proposed, in lieu of 20' maximum dimension allowed by Special Exception. To permit the construction of a beach house with a width dimension of 21 ', existing and proposed, in lieu of 20' maximum dimension allowed by Special Exception. To permit the construction of a beach house with a setback of 5' 3 1/2", existing and proposed, in lieu of a minimum setback of 10' permitted by code. To permit a maximum hedge height/wall height existing and proposed to remain at +/- 6' 0"; in lieu of 4' 0" permitted by code. To permit a minimum ocean vista, existing and proposed, 0% of lot width, in lieu of 50% of lot width permitted by code. [Applicant's Representative: Francis X. J. Lynch] [Architectural Review Commission Recommendation: Implementation of the proposed special exception with site plan review and variance will not cause negative architectural impact to the subject property. Carried 7-0. The Architectural Review Commission approved the project at the August 22, 2018 meeting. Carried 7-0.]

Ex-parte communications were declared by Mayor Coniglio, Council Members Crampton and Lindsay and President Pro Tem Zeidman.

Attorney Lynch provided details of the project. The applicant withdrew the variances for the maximum hedge and wall height related to the ocean vista.

Zoning Administrator Castro provided Staff comments.

Discussion took place on neighboring properties, the hardship, and the lot size.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, that Special Exception Z-18-00113 shall be granted, based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, that Site Plan Review Z-18-00113 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

Motion was made by Council Member Crampton, and seconded President Pro Tem Zeidman, that Variance No. Z-18-00113 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

c. Z-18-00121 SITE PLAN REVIEW WITH VARIANCE(S) The application of 456 South Ocean LLC (Dave Frisbie, Manager), Applicant, relative to property located at 456 S OCEAN BLVD SUITE: SITE, legal description on file, is described below. A request for Site Plan Review to construct a two-story, four (4) unit, townhouse building group with associated swimming pools and hardscape. Each unit will be approximately 8,800 square feet with basement garages. The following variances are being requested: 1. A request for a variance to allow the maximum building dimension of the building group to be 184.16 feet in length in lieu of the 150 foot maximum length allowed for a townhouse building group. 2. A request for a variance to not provide 25% of the building to be setback an additional 10 feet from the front setback along South Ocean Boulevard. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0. The Architectural Review Commission approved the project at the October 24, 2018 meeting. Carried 7-0.]

Ex-parte communications were declared by Council Member Crampton.

Attorney Ziska provided detail of the project.

Architect Janssen provided additional details.

Zoning Administrator Castro provided Staff comments.

Director Brazil provided additional comments.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Lindsay, that Site Plan Review Z-18-00121 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11 with the caveat that the owner will provide a utility easement satisfactory to the Town of Palm Beach, prior to building permit issuance. In addition all conditions outlined previously (cross access easement dedication; drainage agreements; party wall agreement, and the right-of-way improvements) must be met. On roll call, the motion carried unanimously.

d. Z-18-00134 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S) Zoning District: R-A Estate Residential The application of Charles Holzer, Applicant, relative to property located at 977 S OCEAN BLVD, legal description on file, is described below. 1) Special Exception with Site Plan Review to allow the construction of a 9,685 square foot two-story, single family residence on a non-conforming lot that is 77 feet in depth in lieu of the 150 foot minimum required In the R-A Zoning District and 13,662 square feet in area in lieu of the 20,000 square foot minimum area required in the R-A Zoning District. 2) A request for a variance to allow the proposed swimming pool to have a 5 foot rear yard setback in lieu of the 10 foot minimum required and a 30 foot front yard setback in lieu of the 35 foot minimum required in the R-A Zoning District. 3) A request for a variance to allow a building height plane setback to be 35 feet in lieu of the 50 foot minimum setback required. [Applicant's Representative: Maura Ziska] [The Architectural Review Commission deferred this project to the November 28, 2018 meeting at the request of staff. Carried 7-0.]

Item was deferred to the December 12, 2018 Town council meeting

e. Z-18-00136 VARIANCE(S) Zoning District: R-B Low Density Residential The application of Neil and Ann Corkery, Applicant, relative to property located at 120 CHILEAN AVE, legal description on file, is described below. Request a variance to construct a 7 foot by 30 foot swimming pool on the east side of the residence that will result in a 23.8% landscaped open space in lieu of the 32.3% existing and the minimum 45% required in the R-B district. [Applicant's Representative: Maura Ziska Esq]

Item was deferred to the December 12, 2018 Town council meeting

f. Z-18-00138 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning District: R-B Low Density Residential The application of Palm Beach Day Academy, Inc., Applicant, relative to property located at 241 SEAVIEW AVE SUITE: SITE, legal description on file, is described below. 1. Request for Special Exception with Site Plan Review approval to create 30 paved parking spaces on the west lawn to be used by Palm Beach Day Academy faculty, families and guests to the school. 2. Request to modify the existing Declaration of Use Agreement (a copy of the Agreement is on file at the Town of Palm Beach Building Department). [Applicant's Representative: Maura Ziska Esq] [The Landmarks Preservation Commission Recommendation: Implementation of the proposed special exception with site plan review and variance will not cause negative architectural impact to the subject landmark property. Carried 4-1. The Landmarks Preservation Commission deferred the project to the November 16, 2018 meeting at the request of the attorney. Carried 7-0.]

Item was deferred to the December 12, 2018 Town council meeting

g. Z-18-00139 VARIANCE(S) Zoning District: R-C Medium Density Residential The application of Ken Moreland-Pearce, Applicant, relative to property located at 265 PARK AVE, legal description on file, is described below. 1. A variance request to allow construction of a new 2,000 square foot two-story residence on a lot with a width of 50 feet in lieu of the 75 foot minimum required, a depth of 70 feet in lieu of the 100 foot minimum required and a lot area of 3,500 sq. ft. in lieu of the 10,000 sq. ft. minimum required. 2. A variance request to allow a west side yard setback to be 5 feet in lieu of the 10-foot minimum required. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0. The Architectural Review Commission approved the project at the October 24, 2018 meeting. Carried 7-0.]

No ex-parte communications were declared.

Attorney Ziska provided details of the project.

Zoning Administrator Castro provided Staff comments.

Architect Keitel provided additional details.

Motion was made by Council Member Lindsay, and seconded by President Pro Tem Zeidman, that Variance No. Z-18-00139 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met with the caveat that the owner provide a utility easement or easement agreement satisfactory to the Town of Palm Beach, prior to building permit issuance. On roll call, the motion carried unanimously.

2. New Business

a. Z-18-00142 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning District: R-A Estate Residential The application of Ken and Claudia Silverman, Applicant, relative to property located at 830 S COUNTY RD, legal description on file, is described below. Special Exception with Site Plan Review to allow the construction of a 5,990 square foot two-story, single family residence on a non-conforming lot that is 139.99 feet in depth in lieu of the 150 foot minimum required. [Applicant's Representative: Maura Ziska Esq.] [Architectural Review Commission Recommendation: Implementation of the proposed special exception with site plan review will not cause negative architectural impact to the subject property. Carried 7-0. The Architectural Review Commission deferred the project to the November 28, 2018 meeting. Carried 7-0.]

Item was deferred to the December 12, 2018 Town council meeting

b. Z-18-00143 SITE PLAN REVIEW WITH VARIANCE(S) Zoning District: R-B Low Density Residential The application of 212 Seaspray, LLC, Applicant, relative to property located at 212 SEASPRAY AVE, legal description on file, is described below. Site Plan Review to allow the redevelopment of a landmarked house on a non-conforming lot which is 50 feet in width in lieu of the 100-foot depth required in the R-B Zoning District. Because the house is being redeveloped in excess of 50% of its current value, the following variance is being requested: 1) Section 50-114: Request to develop the property in excess of 50% of its current value, including the raising of the rear (south side) of the house, such that the entire house will have an elevation of 5.9 N.A.V.D. in lieu of the minimum 7.0 N.A.V.D. required by Code. In addition, the following variances are requested in connection with the redevelopment: 2) Section 134-893(7)b): Request to raise the rear (south side) of a landmarked house with a west second story side yard setback of 3.0 feet in lieu of the 15-foot minimum required. 3) Section 134-893(9)b): Request to raise the rear (south side) of a landmarked house with a second story rear yard setback of 4.7 feet in lieu of the 15-foot minimum required. 4) Section 134-893(13): Request to raise the rear (south side) of a landmarked house, thereby increasing the cubic content ratio from 6.89 to 7.11 in lieu of the 4.39 maximum allowed. 5) Section 134-893(7)b): Request to add an awning to the house with an east side yard setback of 0.0 feet in lieu of the 12.5-foot minimum required. [Applicant's Representative: David E. Klein Esq.] [Landmarks Preservation Commission Recommendation: Implementation of the proposed site plan review with variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0. The proposed development will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. Carried 7-0.]

No ex-parte communications were declared.

Attorney Klein provided details of the project.

Zoning Administrator Castro provided Staff comments.

Director Martin provided additional comments.

Landmarks Preservation Commission Chairman Cooney spoke about floodplain variances and asked council to remain supportive.

Deputy Clerk Ruderman swore in all those who would be providing testimony.

Architect Seagraves provided additional information.

Motion was made by Council Member Crampton, and seconded by Council Member Lindsay, that Site Plan Review Z-18-00143 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11 with the caveat that the owner will provide a utility easement, satisfactory to the Town of Palm Beach, prior to building permit issuance. On roll call, the motion carried unanimously.

Motion was made by Council Member Crampton, and seconded by Council Member Lindsay, that Variance No. Z-18-00143 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

c. Z-18-00144 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning District: C-TS Town-Serving commercial The application of Palm Beach Centennial Commission, Inc. on behalf of the Town of Palm Beach, Applicant, relative to property located at 360 S COUNTY RD, MEMORIAL FOUNTAIN, legal description on file, is described below. A special exception with site plan review request to modify Town Hall public open space as identified below. Applicable Zoning sections - Section 134-1109, Section 134-229, Section 134-327, Section 134-329. 1. Construction of stairs onto the south side of the Memorial Park Fountain area as geographically described on the plans and specifications submitted with this application. 2. Repair of any existing landscaping disturbed by the construction process. [Applicant's Representative: John C. Randolph, Esq.] [Landmarks Preservation Commission Recommendation: Implementation of the proposed special exception with site plan review will not cause negative architectural impact to the subject landmarked property. Carried 5-2.]

Deputy Clerk Ruderman swore in all those who would be providing testimony.

Ex-parte communications were declared by Council Members Crampton and Lindsay, Mayor Coniglio, Council President Moore and President Pro Tem Zeidman.

Zoning Administrator Castro provided Staff comments.

Addison Link, 251 Esplanade Way, spoke in opposition of the Memorial Fountain stair construction.

Rob Link, 251 Esplanade Way, played a telephone message from a State Historic Preservation Officer, Tim Parsons, and provided information from 2014 letter from former State Historic Preservation Officer.

Director Brazil clarified status of State grant money.

Attorney Eubanks, requested that if Special Exception with Site Plan Review is approved to be sure to clarify that it does not include parking.

Deputy Clerk Ruderman swore in others who would be providing testimony.

Rene Silvin, Australian Avenue, spoke in favor of the stair construction.

Ted Cooney, Landmarks Preservation Chairman, provided historical information on the grant from the State.

Director Martin reported on restricted covenant on grants for fountain / stairs.

Thomas Bradford, 44 Chestnut Trail, Tequesta, asked when the discussion would take place for parking around Memorial Fountain.

Ann Pepper, 333 Seaspray Avenue, does not want to risk losing the grant.

Deputy Clerk Ruderman swore in others who would be providing testimony.

Anita Seltzer, Cocoanut Row, spoke in opposition of the Memorial Fountain stairs.

Clerk's Note: Council Member Araskog arrived at 11:15 a.m. She was not present for entire presentation and did not vote on the item.

Attorney Bone, provided additional details, and requested that the special exception be granted so that the process of constructing the stairs may begin.

Architect Vertesh provided details on Memorial Fountain stair addition.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Crampton that Special Exception Z-18-00144 shall be granted, based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met subject to approval by the State and that parking is not part of the approval. On roll call, the motion carried 3-1 with Council President Moore dissenting.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Crampton that Site Plan Review Z-18-00144 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council

certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried 3-1 with Council President Moore dissenting.

The Town Council recessed at 12:05 p.m. and reconvened at 12:10 p.m.

d. Z-18-00145 SITE PLAN REVIEW WITH VARIANCE(S) Zoning District: C-TS Town-Serving Commercial The application of Bradley Park Owner, LLC, Applicant, relative to property located at 280 SUNSET AVE SUITE: SITE, legal description on file, is described below. The property owner is requesting Site Plan Review with Variances, including a variance to modify an existing, nonconforming Landmarked hotel. The renovations include relocating the hotel entrance and lobby east into the space currently occupied by C'est Si Bon Gourmet Grocery, adding a swimming pool and pool deck in the north courtyard area, renovation of all rooms, improvement of the parking lot by replacing asphalt with pavers, construction of a pergola connecting the new entrance to the street, and the modification of an existing rooftop utility structure by adding roof tiles and decorative elements. The new hotel lobby will include 18 accessory bar or dining seats based on the principle of equivalency from the former C'est Si Bon Gourmet Grocery retail space. The existing restaurant, Trevini, is not being changed at this time, and the number of hotel rooms will remain at 32. In addition to the modification of the variance for hotel use in the C-TS district, which is required by 134-387, other variances are requested, including: 1. A variance from Chapter 50, Flood Damage Prevention, requesting relief from the requirement to raise the finish floor elevation of the hotel to 7.0 NAVD. 2. A variance from Chapter 134, Article IV, Nonconformities, to allow the height of the nonconforming hotel to be increased by 4.25' to accommodate a new decorative roof element. 3. A variance from Chapter 134, Sec. 1113(11)b., that requires a minimum of 25% landscaped open space. The existing landscaped open space is 15.26% and proposed is 14.70%, for a reduction of 0.56%. 4. A variance from Chapter 134, Sec. 1113(11)c., that requires a minimum of 35% landscaped open space in the front yard. The existing front yard landscaped open space is 9.32% and proposed is 6.63%, for a reduction of 2.69%. 5. A variance from Chapter 134, Sec. 1113(5)b. that requires a minimum front yard setback for unattached accessory structures, to allow a front setback of 1.75' in lieu of the 5' minimum required for a pergola connecting the new front lobby entrance to the public sidewalk on Sunset Avenue. [Applicant's Representative: James M. Crowley Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed site plan review with variances will not cause negative architectural impact to the subject landmarked property. Carried 6-1. The proposed development will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. Carried 7-0.]

Ex-parte communications were declared by Council Member Crampton.

Mayor Coniglio recused herself, left the dais, and provided a Memorandum of Voting Conflict Form 8B to Deputy Town Clerk Ruderman.

Attorney Crowley provided details of the project.

Architect Spina provided additional details.

Ned Grace, New England Development, provided additional details.

Doug Karp, New England Development, provided additional details.

Zoning Administrator Castro provided Staff comments.

Director Brazil provided information on drainage.

Discussion took place on construction vehicle parking, the pool location, and the courtyard layout.

Landmarks Preservation Commission Chairman Cooney spoke in favor of the project with the exception of the pool.

Director Martin provided additional Staff comments.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, that Site Plan Review Z-18-00145 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11 with the caveat that the owner will provide a utility easement, satisfactory to the Town of Palm Beach, prior to building permit issuance. On roll call, the motion carried unanimously.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, that Variance No. Z-18-00145 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

e. Z-18-00146 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning District: R-A Estate Residential The application of Harvey E. Oyer, III, Esq. on behalf of Mar-a-Lago Club, Inc., Applicant, relative to property located at 1100 S OCEAN BLVD, legal description on file, is described below. 1. The Applicant seeks approval of a Special Exception with Site Plan Review to add an accessory dock to the property in the approximate location of the prior historic dock. The dock is to be located at the northwest corner of the site and projects 25 feet from the existing seawall into the Lake Worth Lagoon. [Applicant's Representative: Harvey E Oyer III Esq] [The Landmarks Preservation Commission deferred this project to the November

16, 2018 meeting at the request of the attorney. Carried 7-0.] Request for Deferral to the December 12, 2018 Town Council Meeting Per Letter Dated October 12, 2018 from Harvey Oyer

Item was deferred to the December 12, 2018 Town council meeting

f. Z-18-00147 SITE PLAN REVIEW WITH VARIANCE(S) Zoning District: R-AA Large Estate Residential The application of Lara J. Coraci, as Trustee of the Anthony Coraci Marital Trust, Applicant, relative to property located at 400 REGENTS PARK, legal description on file, is described below. Site Plan Review to allow the redevelopment of a house on a non-conforming lot which is 137 feet in depth in lieu of the 150-foot depth required in the R-AA Zoning District. Because the house is being redeveloped in excess of 50% cubic volume, the following variances are being requested 1) Sections 50-114 and 134-419: Request to develop the property in excess of 50% of its current value, requiring a variance for the first-floor elevation of the main house of 6.26 N.A.V.D. in lieu of the minimum 7.0 N.A.V.D. required by Code. In addition, the following variances are requested in connection with the redevelopment: 2) Section 134-793(a)5: Request to expand the guest house with a front yard setback (north side) of 10 feet in lieu of the 35-foot minimum required. 3) Section 134-793(0)8: Request to expand the guest house with a side yard setback (east side) of 9.3 feet in lieu of the 30-foot minimum required. 4) Section 134-793(0)8: Request to expand the main house with a side yard setback (north side) of 4.5 feet in lieu of the 30-foot minimum required. [Applicant's Representative: David E. Klein Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed site plan review with variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0. The proposed development will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. Carried 7-0.]

No ex-parte communications were declared.

Attorney Klein provided details of the project.

Zoning Administrator Castro provided Staff comments.

Architect Seagraves provided additional information.

Motion was made by Council Member Lindsay, and seconded by President Pro Tem Zeidman, that Site Plan Review Z-18-00147 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11 with the caveat that the owner will provide a utility easement, satisfactory to the Town of Palm Beach, prior to building permit issuance. On roll call, the motion carried unanimously.

Motion was made by Council Member Lindsay, and seconded by President Pro Tem Zeidman, that Variance No. Z-18-00147 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

g. Z-18-00148 VARIANCE(S) Zoning District: R-A Estate Residential The application of Paul and Elizabeth Shiverick, Applicant, relative to property located at 16 GOLFOVIEW RD, legal description on file, is described below. The Applicant is proposing to construct a 1,625.5 square foot, two story addition consisting of a garage and kitchen on the first floor and a master bedroom suite with office on the second floor that will require the following variances: 1) West street side yard setback of 15 feet in lieu of the 35 foot minimum required; 2) Rear yard setback of .4 feet in lieu of the 15 foot minimum required; 3) Lot coverage of 32.2% in lieu of the 25.1% existing and the 25% maximum allowed; 4) Landscaped open space of 40% in lieu of the 43% existing and the 50% minimum required. [Applicant's Representative: Maura Ziska Esq.] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.]

Ex-parte communications were declared by Council President Moore.

Attorney Ziska provided details of the project.

Architect Torres provided additional details.

Zoning Administrator Castro provided Staff comments.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Lindsay, that Variance No. Z-18-00148 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met with the caveat that the owner provide a utility easement or easement agreement satisfactory to the Town of Palm Beach, prior to building permit issuance. On roll call, the motion carried unanimously.

VIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 15-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Future Land Use Map And Related Data And Analysis Within The Future Land Use Element By Changing The Future Land Use Designation From "Recreation" To "Multi-Family Moderate Density (Maximum 6 Du/Gross Palm Beach Acre)" For A 0.3-Acre Piece Of Private

Property (Commonly Know As “Kaplan Park”) That Is Located On The Southwest Corner Of The Intersection Of Hammon Avenue And South Ocean Boulevard, Which Has An Address Of 456 South Ocean Boulevard; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

Motion was made by President Pro Tem Zeidman, and seconded by Council Member Lindsay, to adopt Ordinance No. 15-2018 on second reading. On roll call, the motion carried unanimously.

IX. ANY OTHER MATTERS

A. RESOLUTION NO. 196-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Notifying Palm Beach County that, Pursuant to this Resolution, the Town of Palm Beach has opted out the Article III of Chapter 15 Entitled “Housing, Places of Public Accommodation; and providing for an Effective Date.

Clerk’s Note: On November 19, 2018, Town Clerk Dominguez provided Resolution No. 196-2018 and requested that the number be changed from 194-2018.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, to approve Resolution No. 196-2018 on first reading. On roll call, the motion carried unanimously.

Rene Silvin complimented Landmarks Preservation Commission Chairman Ted Cooney for all the hard work he does on behalf of the Town.

X. ADJOURNMENT

There being no further business, the Development Review Town Council meeting of November 14, 2018, was adjourned at 1:30 p.m.

APPROVED:

Danielle H. Moore, Town Council President

ATTEST:

Kathleen Ruderman, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of November 28, 2018

Presenter

Josh Martin, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated December 3, 2018 from Josh Martin, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Commission Meeting of November 28, 2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Josh Martin, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of November 28, 2018

Date: December 3, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of November 28, 2018.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of November 28, 2018.

GENERAL INFORMATION

These minutes are submitted to the Town Council for approval pursuant to Chapter 18-177 of the Town of Palm Beach Code of Ordinances.

Attachment

JM:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON WEDNESDAY, NOVEMBER 28, 2018

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com.

I. **CALL TO ORDER**

Mr. Vila called the meeting to order at 9:01 a.m.

II. **ROLL CALL**

Robert J. Vila, Chairman	PRESENT
Michael B. Small, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT (left at 11:56 a.m.)
John David Corey, Member	PRESENT (left at 11:44 a.m.)
Nikita Zukov, Member	ABSENT (excused)
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT

Staff Members present were:

John Lindgren, Planning Administrator

Josh Martin, Director of Planning, Zoning and Building

Kelly Churney, Secretary to the Architectural Review Commission

Please note: Ms. Shiverick voted in the absence of Mr. Zukov.

III. **PLEDGE OF ALLEGIANCE**

Chairman Vila led the Pledge of Allegiance.

IV. **APPROVAL OF THE MINUTES FROM THE OCTOBER 24, 2018 MEETING**

Motion made by Mr. Small and seconded by Mr. Ives to approve the minutes from the October 24, 2018 meeting. Motion carried unanimously.

V. **APPROVAL OF THE AGENDA**

Mr. Small requested to amend the agenda with the deferral of project B-093-2018, 977 S. Ocean Blvd to the December 14, 2018 meeting.

Mr. Lindgren added that staff was requesting a deferral of project A-051-2018, 400 Chilean Avenue to the December 14, 2018 meeting. He stated that the architect for project A-044-2018, 1040 N. Lake Way requested a deferral to the January 23, 2019 meeting.

Mr. Vila asked if the representative for project B-093-2018, 977 S. Ocean Blvd could provide a reason for the deferral. Maura Ziska, attorney for the applicant, explained the reason for the additional deferral.

Motion made by Mr. Small and seconded by Mr. Garrison to approve the agenda as amended. Motion carried unanimously.

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY**

Ms. Churney administered the oath at this time and throughout the meeting as necessary.

VII. **COMMUNICATIONS FROM CITIZENS REGARDING NON-AGENDA ITEMS (3 MINUTE LIMIT PLEASE)**

There were no comments heard at this time.

VIII. **PROJECT REVIEW**

Please note: All approved projects will now include the following condition in the motion – Prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. This shall be required prior to the issuance of a building permit.

Please note: At this time, Mr. Corey inquired if any Commissioner on the prevailing side of the Testa's window project would like to open the motion from the October 24, 2018 meeting for discussion. Mr. Corey explained his concerns for the project. Mr. Vila stated that Mr. Corey should discuss his concerns with the architect for the project and expressed concern for opening the motion.

A. **DEMOLITIONS AND TIME EXTENSIONS**

B-110-2018 Time Extension

Address: 259 Pendleton Ave.

Applicant: Llewellyn Legacy LLC (Elizabeth Tilney)

Professional: Jacqueline Albarran/SKA Architect + Planner

Project Description: One year time extension request for project demolition (B-006-2018)

Call for disclosure of ex parte communication: Disclosure by several members.

Ms. Albarran presented the time extension request for the demolition.

Motion made by Ms. Grace and seconded by Mr. Small to approve the demolition as presented with the following caveats: remove all exotic and

invasive plant species, sod and irrigate the property within 30 days and all elements on the property are to be maintained prior to demolition, with the items remaining after demolition to be maintained until new construction commences. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

B-117-2018 Demolition

Address: 237 Brazilian Ave.

Applicant: Thomas D'Agostino Sr. & Thomas D'Agostino Jr, as trustees of the Thomas B. & Elzbiela M. D'Agostino 1997 CRT

Professional: Nievera Williams Design

Project Description: Demolition of existing multi-family structure and hardscape.

Call for disclosure of ex parte communication: Disclosure by several members.

Matt Jackman, Nievera Williams Design, stated that this project had previously been approved for demolition. He requested an approval for the demolition and stated that there were no changes since the last time the Commission heard the proposal.

Ms. Shiverick asked if there was an architect for the new residence. Mr. Jackman responded and stated that there had not been an architect retained at this time.

Mr. Corey asked about the condition of the existing hedge on the east side. Mr. Jackman stated that they would fill in the hedge.

Mr. Garrison asked about the timeline of the demolition. Mr. Jackman stated he was unsure of the timeline for the project. Mr. Lindgren commented on the demolition timeline. Mr. Garrison wanted confirmation that there would not be any demolition until after Easter. Mr. Jackman provided confirmation.

Mr. Vila stated that the property was not in good condition and asked if the owners would clean up the property. Mr. Jackman stated that they would. Mr. Garrison stated he would like to know who would monitor the cleanup. Mr. Jackman responded.

Mr. Floersheimer stated he saw several cats on the property and asked for this to be addressed.

Mr. Small discussed the condition of properties in the Town before, during and after demolition and stated the neighbors and the Town suffer when the maintenance of the property is not addressed.

Motion made by Mr. Small and seconded by Ms. Grace to approve the demolition as presented with the following caveats: remove all exotic and invasive plant species, sod and irrigate the property within 30 days and all elements on the property are to be maintained prior to demolition, with the items remaining after demolition to be maintained until new construction commences. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

B. MAJOR PROJECTS – OLD BUSINESS
B-003-2018 Demolition/New Construction

Address: 2291 Ibis Isle Rd. E.

Applicant: Lynne Eriksen

Professional: Roger Hansrote/ACI

Project Description: Demolition of an existing one story, CBS, 2547 s.f. ranch style single-family residence and swimming pool constructed in 1961.

Construction of a new 3576 s.f. AC area one story single family residence with a 523 s.f. garage, swimming pool and associated landscaping and hardscape.

A motion carried at the April meeting to defer the project to the May meeting at the request of the architect. A motion carried at the May meeting to defer the project to the October 24, 2018 meeting. A motion carried at the October meeting to approve the requested demolition. A second motion carried to defer the project for restudy to the November 28, 2018 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Richard Leja, ACI, presented the architectural modifications for the new residence. He presented material samples to the Commissioners.

Steve West, Parker Yannette Design Group, presented the modifications to the landscape and hardscape plans for the new residence.

Ms. Grace was in favor of the new colors and appreciated the changes presented. She added that a larger and wider entrance would appear more gracious.

Mr. Floersheimer asked about the material proposed for the front door. Mr. Leja responded and showed the Commissioners the detail of the front door. Mr. Floersheimer stated that he felt the palms in the front appeared diminutive. Mr. West responded.

Mr. Corey stated he preferred the previously presented front entrance with the pediment. He also questioned the new muntin pattern proposed for the windows. He stated he was in favor of the Pigeon Plums in the front. He asked about the

Royal Palms proposed. Mr. West responded. Mr. Corey felt that the Royal Palms would be out of scale as they grow larger. He recommended either a Dwarf Royal Palm or a Foxtail Palm. Mr. West responded.

Mr. Garrison suggested that the front entrance was too narrow and suggested making it wider by two feet. Mr. Leja responded.

Ms. Catlin appreciated the minor changes but still felt that the front entrance was missing curb appeal. She agreed with Mr. Corey that the Royal Palms would be out of scale as they grow.

Mr. Ives agreed that the front entrance appeared too tight and felt the design needed to be restudied. Mr. Leja explained the design.

Ms. Shiverick stated she felt the first entrance was a better design and had more charm. She questioned the new muntin pattern.

Mr. Vila agreed with his fellow Commissioners that the front entrance felt pinched. He added that the roof design was a bit problematic due to the front entrance design.

Mr. Corey stated that if additional width were added to the front entrance, it would allow the front door to be centered to align with the pool entrance.

Mr. Leja discussed the front entrance design.

Motion made by Mr. Garrison and seconded by Mr. Small to defer the project for a restudy of the front entrance, window mullions and roof plan to the January 23, 2019 meeting. Motion carried unanimously.

[B-093-2018 Demolition/New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)

Address: 977 S. Ocean Blvd.

Applicant: 195 Phesten Associates Palm Beach LLC/Contract Purchaser

Professional: Studio SR Architecture, Inc.

Project Description: Demolition of existing single story residence; proposed new two story modern residence in light stone cladding, natural veneer with associated landscape and hardscape.

A motion carried at the August meeting to defer the project to the September 26, 2018 meeting at the request of the attorney. A motion carried at the September meeting to defer the project to the October 24, 2018 meeting at the request of the attorney. A motion carried at the October meeting to defer the project at the November 28, 2018 meeting at staff's request.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S) INFORMATION:

1) Special Exception with Site Plan Review to allow the construction of a 9,685 square foot two-story, single family residence on a non-conforming lot that is 77 feet in depth in lieu of the 150 foot minimum required in the R-A Zoning District and 13,662 square feet in area in lieu of the 20,000 square foot minimum area required in the R-A Zoning District. 2) A request for a variance to allow the proposed swimming pool to have a 5-foot rear yard setback in lieu of the 10-foot minimum required and a 30-foot front yard setback in lieu of the 35-foot minimum required in the R-A Zoning District. 3) A request for a variance to allow a building height plane setback to be 35 feet in lieu of the 50-foot minimum setback required.

Please note: This item was deferred to the December 14, 2018 meeting with the Item V. Approval of the Agenda.

B-104-2018 Demolition/New Construction

Address: 880 & 888 S. Ocean Blvd.

Applicant: Mr. & Mrs. Alex Chesterman

Professional: MP Design & Architecture

Project Description: Demolition of existing residence at 888 S. Ocean Blvd.

New two-story addition to existing two-story residence at 880 S. Ocean Blvd. (previously ARCOM approved), new two-story pool house, pool, landscape & hardscape.

A motion carried at the September 26, 2018 meeting to approve the demolition as requested. A second motion carried to approve the project as presented with the caveat that the architect would return in one month with a vehicular gate and pedestrian door design for the south elevation. A motion carried at the October meeting to defer the project to the November 28, 2018 meeting at the architect's request.

Call for disclosure of ex parte communication: Disclosure by several members.

Matt Jackman, Nievera Williams Design, presented the modifications to the gates proposed for the residence.

Mr. Vila asked about the arched top on the gate design. Mr. Jackman responded. Mr. Vila stated he would have preferred a gate with a flat top.

Mr. Corey asked about the gate material proposed. Mr. Jackman responded. Mr. Corey thought the gate lacked imagination. Mr. Jackman responded.

Ms. Grace questioned the gate color proposed. Mr. Jackman stated that the gate would match the color of the shutters on the home.

Mr. Small agreed with the concerns expressed for the proposed gates.

Mr. Floersheimer questioned the use of the pedestrian gate on South Ocean. Mr. Jackman responded.

Mr. Vila suggested changing the service gate to a flat top design and painting it the same color as the wall so that the gate disappears. Mr. Jackman agreed to the change.

Motion made by Mr. Ives, seconded by Mr. Garrison to approve the project as presented with the caveat that both gates are changed to reflect a flat top, and painted the same color as the wall. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried 6-1 with Mr. Corey opposed.

[B-108-2018 New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW - Done 10/24/18

Address: 830 S. County Rd.

Applicant: Kenneth & Claudia Silverman

Professional: M. Mark Marsh/Bridges, Marsh & Associates

Project Description: New two-story residence with associated hardscape and landscape.

A motion carried at the October meeting that implementation of the proposed special exception with site plan review will not cause negative architectural impact to the subject property. A second motion carried to defer the project for restudy to the November 28, 2018 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Marsh presented the architectural modifications for the new residence.

Mr. Corey thought the design was successful. He questioned the railing heights on the south and west porticos. He also questioned the detail proportions on the on the carriage house entry surround.

Mr. Ives thought the project was improved and a bit more modest.

Ms. Grace was in favor of most of the changes but questioned the design of the carriage house entrance in relation to the front façade.

Ms. Catlin appreciated the changes and thought the new design worked.

Mr. Vila questioned the entrance on South County and thought the entrance should be on Via Del Mar. He suggested a redesign of the carriage house. He stated he could not support the entrance on South County.

Matt Jackman, Nievera Williams Design, showed the new rendering of the landscape and hardscape to coincide with the architectural changes.

Mr. Marsh advocated for the carriage house and entrance on South County.

Motion made by Ms. Grace to defer the project in accordance with the Commissioner's comments.

Mr. Small asked the architect to comment on Mr. Vila's concern and stated he shared Mr. Vila's concern for the entrance on South County. Mr. Marsh responded and stated that he had addressed the Town's concerns for the traffic circulation patterns.

Ms. Shiverick stated she would support the project and was in favor for the carriage house design on South County.

Motion made by Ms. Grace failed for a lack of a second.

Motion made by Mr. Corey and seconded by Ms. Grace to approve the project as presented with a restudy of the east and west façades of the carriage house entrance with a simpler design.

Mr. Marsh offered to remove the railing on carriage house. A short discussion ensued.

Motion failed 3-4 with Messrs. Small, Ives, Vila and Ms. Shiverick opposed.

Motion made by Mr. Ives and seconded by Ms. Shiverick to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried 4-3 with Messrs. Vila, Small and Ms. Grace opposed.

C. MAJOR PROJECTS – NEW BUSINESS
B-115-2018 New Construction

Address: 239 Monterey Rd.

Applicant: Ales Hufty Griswold

Professional: MHK Architecture & Planning

Project Description: New two-story Monterey Style house. New landscape, hardscape and pool.

Call for disclosure of ex parte communication: Disclosure by several members.

Caroline Forrest, MHK Architecture & Planning, presented the architectural plans for the new residence.

Mr. Vila stated he was in favor of the pink color proposed. Mr. Vila asked if the front door was historically accurate to a Fatio designed door. Ms. Forrest confirmed it was accurate.

Ms. Grace was in favor of the design.

Mr. Corey agreed with Ms. Grace and stated he was in favor of the pink color proposed. He questioned the two steps shown at the entry of the home and wondered if the was drawing was accurate considering the existing grade of the lot.

Mr. Ives was in favor of the design and thought the design was appropriate for the street.

Ms. Shiverick thought the home design was charming and was in favor of the colors proposed. Ms. Shiverick questioned the proposed brick for the driveway.

Ms. Catlin appreciated the professional's research and thought process in the design and added that the home was befitting for the streetscape.

Mr. Garrison discussed the conundrum of bringing the house up to FEMA regulations while trying to soften the roof height. Ms. Forrest stated she did research the home with different roof styles and added that a gable roof would require a variance. Mr. Garrison thought the overall issue needed to be addressed.

Mr. Vila thought the design was great and perfect for the street.

Matt Jackman, Nievera Williams Design, presented the landscape and hardscape plans for the new residence. Ms. Jackman presented an alternate front façade rendering for the residence.

Ms. Grace was in favor of the landscape changes proposed for the front façade.

Motion made by Mr. Corey and seconded by Mr. Ives to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

Please note: A short break was taken at 10:20 a.m. The meeting resumed at 10:41 a.m.

[B-116-2018 New Construction](#)

Address: 757 Island Dr.

Applicant: David and Elizabeth Wetherell/Maura Ziska, Trustee

Professional: Daniel Kahan/Smith and Moore Architects, Inc.

Project Description: New two-story residence. Final landscape and hardscape.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Kahan presented the architectural plans for the new residence.

Mr. Ives was in favor of the design and thought the home was elegant. He expressed some concern about the amount of fenestration on the west elevation but stated that overall the home was well done.

Ms. Shiverick thought the home was exciting and liked the individuality of the design. She asked about the unique design on the brick. Mr. Kahan responded. She was in favor of the detail and recommended adding the feature on the west façade.

Mr. Small agreed with Mr. Ives and Ms. Shiverick and thought the design protected the unique site. He stated he was in full support of the project.

Ms. Catlin thought the home would be an inspiration for other homes in the future.

Mr. Floersheimer agreed with the other commissioners but thought the front entrance was a little heavy in the design. Mr. Kahan responded.

Mr. Garrison stated he supported the project and thought the home was well designed.

Ms. Grace thought the project was terrific.

Jorge Sanchez, SMI Landscape Architecture, presented the landscape and hardscape plans for the new residence. Mr. Sanchez presented alternate and additional renderings on the overhead projector.

Mr. Ives was supportive of the landscape and hardscape plans.

Ms. Grace thought the design was an excellent presentation. She asked if the architect would consider adding Bougainvillea to the boathouse. Mr. Sanchez stated he would look at the area and consider the addition.

Mr. Corey inquired about the width of the vehicular gate at the front entrance. Mr. Sanchez stated the gate was 12 feet wide and explained the design.

Mr. Lindgren stated that the gate appeared taller than 8 feet. He stated the gate would need to be revised to meet Code or the applicant would need a variance.

Ms. Catlin thought the design was an excellent marriage of architecture and landscape.

Mr. Floersheimer inquired about the extension of the west and south property with a 6-foot green dock. Mr. Sanchez responded.

Ms. Shiverick was in favor of Ms. Grace's suggestion of the addition of Bougainvillea on the boathouse and requested the addition of two more sea grapes next to the pool. Mr. Sanchez responded and stated he would study the suggestion.

Mr. Villa was in full support of the project.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

[B-118-2018 Additions/Modifications](#)

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)*

Address: 117 Everglade Ave.

Applicant: Joan Klann

Professional: Jacqueline Albarran/SKA Architect + Planner

Project Description: One story infill addition on east side of existing structure. This addition, which is not visible from the street, is to match existing roof, stucco, side door and all existing details.

VARIANCE INFORMATION: Applicant is proposing to construct 164 square feet one story infill addition to connect the existing garage to the house which will require the following variance: 1) a cubic content ratio ("CCR") of 4.96 in lieu the 4.85 existing and the of the 3.98 maximum allowed in the R-B Zoning District for a lot that is 12,245 square feet in area.

Call for disclosure of ex parte communication: Disclosure by several members.

Maura Ziska, attorney for the applicant, explained the variance request and advocated for a positive recommendation to the Town Council.

Ms. Albarran presented the architectural plans for the proposed addition.

Motion made by Mr. Small and seconded by Mr. Garrison that implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried 6-1 with Mr. Ives opposed.

A second motion made by Mr. Small and seconded by Mr. Garrison to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried 6-1 with Mr. Ives opposed.

B-119-2018 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 528 N. Lake Way

Applicant: NLWFL LLC

Professional: Nievera Williams Design

Project Description: Relocation of equipment enclosure to street side yard with enclosure wall height of 7'HT. Raise previously approved portion of curb wall to match enclosure height and remodel of landscape per new layout. Removal of previously approved paving and pergola structure within north side yard space.

VARIANCE INFORMATION: 1) A request for variance to allow a 60 KW generator to be placed in the street side yard setback along Tangier Avenue with a setback of 5.83 feet in lieu of the 25 foot minimum required. 2) A request for a variance to allow a swimming heater in the street side yard setback with a setback of 5.83 feet in lieu of the 25 foot minimum required. 3) A request for a variance to allow an equipment screening and noise-attenuating wall at a height of 7 feet in lieu of the 6 foot maximum allowed in a front or street side yard setback.

Call for disclosure of ex parte communication: Disclosure by several members.

Maura Ziska, attorney for the applicant, explained the variance request and advocated for a positive recommendation to the Town Council.

Matt Jackman, Nievera Williams Design, presented the landscape and hardscape modifications for the site.

Mr. Vila asked if the neighbor to the west had any objections to the changes. Mr. Jackman responded and stated the neighbor did not have any objections.

Mr. Corey asked about the wall increase in height. Mr. Jackman responded.

Ms. Shiverick asked for more information about the wall. Mr. Jackman responded.

Motion made by Mr. Ives and seconded by Mr. Small that implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried unanimously.

A second motion made by Mr. Ives and seconded by Mr. Small to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either

dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

B-120-2018 New Construction

Address: 726 Hi-Mount Rd.

Applicant: Irimar Ocean Properties LLC

Professional: Richard Sammons/Fairfax, Sammons & Partners, LLC

Project Description: New two-story residence with basement and pool cabana. New swimming pool, landscape and hardscape improvements. Existing perimeter site walls & gates to remain.

Call for disclosure of ex parte communication: Disclosure by several members.

Please note: At this point in the meeting, Mr. Small asked the Chairman if he would ask the Commissioners if anyone on the prevailing side of the Testa's window project last month would like to open the motion for a reconsideration of the project. Mr. Vila asked the Commissioners if anyone on the prevailing side would like to open the motion. There was no response; therefore, the item was not reconsidered.

Mr. Sammons presented the architectural plans for the new residence. He told the Commissioners he would like to defer the landscape presentation at this time.

Mr. Ives thought the home design was elegant.

Mr. Corey thought the front façade was elegant. Mr. Corey inquired about the windows for the bedrooms in the basement. Mr. Sammons responded. He recommended breaking up the mass of the building from the water at the plinth. He also recommended adding rustication and details on the plinth. Mr. Sammons responded.

Ms. Catlin was in favor of the design and thought it worked well with the topography. Ms. Grace agreed.

Motion made by Mr. Ives and seconded by Mr. Small to approve the project as presented with the deferral of the landscape presentation to the January 23, 2019 meeting. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried 6-1 with Mr. Corey opposed.

D. MINOR PROJECTS – OLD BUSINESS

A-044-2018 Modifications

Address: 1040 N. Lake Way

Applicant: Edward and Brooke Garden

Professional: Patrick O'Connell/Patrick Ryan O'Connell Architect

Project Description: Replace existing wood front door, sidelites and transom with new wood and glass double door.

A motion carried at the October meeting to defer the project for restudy to the November 28, 2018 meeting.

Please note: This item was deferred to the January 23, 2019 meeting with the Item V. Approval of the Agenda.

[A-050-2018 Modifications](#)

Address: 228 Via Las Brisas

Applicant: 228 Las Brisas Corp

Professional: Steve Parker/Parker Yannette Design Group

Project Description: New travertine driveway and front yard landscaping.

A motion carried at the October meeting to defer the project to the November 28, 2018 meeting to allow the architect to bring more information to the Commission.

Call for disclosure of ex parte communication: Disclosure by several members.

Please note: Mr. Corey left at 11:44 a.m. to attend his Master Gardner class for the Town. Mr. Vila noted that Ms. Catlin would be voting in his absence.

Steve West, Parker Yannette Design Group, presented the modifications to the landscape and hardscape.

Mr. Ives stated that at the last meeting, the Commission had request an existing, previously proposed and currently proposed set of plans for this presentation. He stated he could support the proposal but was disappointed in the presentation.

Mr. Grace thought the design was moving toward the original design and added that she was in favor of the changes.

Mr. Floersheimer asked for clarification for the proposed driveway. Mr. West further explained his design.

Mr. Small asked about the height of the gate proposed. Mr. West stated that the gate was existing and would be preserved.

Motion made by Mr. Ives and seconded by Ms. Grace to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

E. MINOR PROJECTS – NEW BUSINESS

A-048-2018 Modifications

Address: 218 La Puerta Way

Applicant: 218LPW LLC

Professional: Steve West/Parker Yannette Design Group, Inc.

Project Description: Revised landscape and landscape lighting plan.

Call for disclosure of ex parte communication: Disclosure by several members.

Please note: Ms. Grace left the meeting at 11:56 a.m. Mr. Floersheimer voted in her absence.

Steve West, Parker Yannette Design Group, presented the landscape and hardscape plans for the existing site.

Ms. Shiverick asked about the landscape lighting changes. Mr. West explained the landscape lighting plan.

Mr. Ives was in full support of the modifications proposed.

Mr. Floersheimer asked if there was a wall proposed on the south side of the property. Mr. West responded and explained the design.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

A-051-2018 Modifications

Address: 400 Chilean Ave.

Applicant: PB 400 Chilean LLC

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Construction of a 529 square foot canvas parking awning.

Please note: This item was deferred to the December 14, 2018 meeting with the Item V. Approval of the Agenda.

A-053-2018 Modifications

Address: 255 Worth Ave.

Applicant: FRO II 259 Worth Venture LLC

Professional: David A. Udkow, Architect

Project Description: Existing building façade to remain as is; no demo work. We are proposing two (2) planter boxes, approx. 42”W x 18”D x 12”H at the bottom

of the second floor existing windows. They will be fixed to the building and painted to match color and texture of existing building façade. We are also proposing four (4) movable planters on the first floor.

Call for disclosure of ex parte communication: Disclosure by several members.

Erin Newton, O'Neil Langan Architects, presented the architectural modifications for the commercial building.

Mr. Garrison asked about the material proposed for the boxes. Ms. Newton responded.

Mr. Ives stated that he thought the project was acceptable but asked if there was a different material that could be used for the proposed boxes. Mr. Vila suggested fiberglass. Ms. Newton agreed with the suggestion.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented with the caveat that the planter boxes are changed to a fiberglass material with stucco finish. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

[A-054-2018 Modifications](#)

Address: 1263 N. Lake Way

Applicant: Henry P. McIntosh IV

Professional: James Clancy/Advance Solar and Spa

Project Description: Installation of photovoltaic system.

Call for disclosure of ex parte communication: Disclosure by several members.

Please note: The professional was not present at this time so the Commission moved the project to the end of the agenda to allow the professional time to arrive.

[A-055-2018 Modifications](#)

Address: 304 Indian Rd.

Applicant: Anna Miller

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Replace existing concrete roof tile with cedar shingles. Install new copper gutters and downspouts; 6" half round gutter and 4" round downspouts. Remove stucco quoins. Addition of decorative doveote recesses in north gable ends.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Janssen presented the architectural modifications to the residence.

Mr. Vila asked if the garage doors would be changed. Mr. Janssen stated that they would remain the same as existing.

Mr. Floersheimer asked about the balcony shown on the rear façade. Mr. Janssen stated that he did not believe any modifications were proposed for the balcony but that a change in the roof material was the only work proposed at this time.

Ms. Catlin questioned the exterior work currently being done in relation to what was being proposed. Mr. Janssen responded.

Ms. Shiverick was in favor of the changes proposed.

Motion made by Ms. Shiverick and seconded by Mr. Small to approve the project as presented. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area. Motion carried unanimously.

[A-054-2018 Modifications](#)

Address: 1263 N. Lake Way

Applicant: Henry P. McIntosh IV

Professional: James Clancy/Advance Solar and Spa

Project Description: Installation of photovoltaic system.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Lindgren stated that the professional was not in attendance and added that he could try to present the project. However, Mr. Lindgren added that he would not be able to answer any questions.

Mr. Vila asked if there were neighbors who would be looking at the system on the roof. Mr. Lindgren said most likely. Mr. Vila requested to defer the project.

Motion made by Mr. Small and seconded by Mr. Ives to defer the project for one month to the December 14, 2018 meeting.

Mr. Vila stated that the next presentation needed to show the parties that could be potentially affected.

Motion carried unanimously.

IX. **OTHER BUSINESS**

Mr. Garrison discussed the issue of reopening the motion on the Testa's project. A short discussion ensued.

Ms. Churney presented the Architectural Review Commission 2019 meeting dates to the Commission.

Mr. Garrison requested that the October 23, 2019 date be changed to the next Wednesday, October 30, 2019. Mr. Lindgren stated he would investigate to see if the change was possible.

Mr. Lindgren reviewed the demolition timeline in the Town. He stated that the moratorium on demolition begins on the Monday before Thanksgiving and it ends after Easter. A short discussion ensued.

Ms. Shiverick stated that a letter had been sent by Mr. Strawbridge but did not show an address. A short discussion ensued.

Ms. Shiverick confirmed that the windows at Testa's were approved. Mr. Vila stated that they were approved.

X. **ADDITION COMMUNICATION FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

There were no comments heard at this time.

XI. **COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT**

NONE

XII. **ADJOURNMENT**

Motion made by Mr. Small and seconded by Mr. Ives to adjourn the meeting at 12:27 p.m. Motion carried unanimously.

The next meeting will be held on Friday, December 14, 2018 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 186-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation And Award Of Purchase Order To Kimley-Horn For Professional Engineering Services For An Infiltration And Inflow Study Of Palm Beach Sanitary Sewer System (RFQ No. 2018-48); And Approve The Amount Of \$95,796 For Phase 1.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 26, 2018, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 186-2018**
- ▣ **RFQ 2018-48**
- ▣ **CROTO Recommendation**
- ▣ **Ranking of All Eight Proposals**
- ▣ **Shortlisted Firms**
- ▣ **Revised Final Ranking Memo**
- ▣ **Ordinal Scoring**
- ▣ **Final Proposal**
- ▣ **Hours Associated to Project - Phase 1**

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Selection Committee Recommendation and Award of Purchase Order to Kimley-Horn for Professional Engineering Services for an Infiltration and Inflow Study of The Town of Palm Beach Sanitary Sewer System (RFQ No. 2018-48), **Resolution No. 186-2018**

DATE: November 26, 2018

STAFF RECOMMENDATION

Staff recommends Town Council approve the recommendation of the Selection Committee and the ranking of the firms that responded to RFQ No. 2018-48, for Professional Engineering Services for an Infiltration and Inflow Study of the Town of Palm Beach Sanitary Sewer System and to Award a Purchase Order to Kimley-Horn in an amount not to exceed \$95,796 for Phase 1.

SUMMARY EXPLANATION/BACKGROUND

A recommendation within the Comprehensive Review of Town Operations adopted by Town Council in March 2018 was to conduct an investigation of inflow and infiltration into the Town's sanitary sewer system. The Town's sanitary sewer collection system must handle not only sewage effluent but also groundwater or rainwater that enters the system (through damaged piping, cross-connects from stormwater drains, high groundwater table, etc.). The additional flow results in higher electric bills, more wear and tear on pumping systems, and greater sewage treatment costs. This study will provide an evaluation of the Town's sewage collection system and provide a prioritized recommendation for addressing the most cost effective and cost saving solutions.

A Request for Qualifications (RFQ 2018-48) for Professional Engineering Services was issued on June 10, 2018. The RFQ was broadcast through Demand Star to 495 potential vendors and 31 firms downloaded the solicitation. The RFQ was also broadcast through Public Purchase to 38 potential vendors and 18 firms downloaded the solicitation. In addition, Purchasing reached out to all known firms within the Tri-County area via an email blast notifying them of the pending solicitation.

Six (6) proposals were received on July 10, 2018. The Selection Committee met on August 10, 2018 to review the submittals. The Selection Committee consisted of Patricia Strayer, P.E., Town Engineer; Todd Engle, P.E., City Engineer, Palm Beach Gardens; Brett Madison, Facilities Manager; Eric Brown, P.E., Assistant Public Works Director; Jason Debrincat, P.E., Senior Project Engineer (non-voting); Duke Basha, Assistant Purchasing Manager (non-voting); Dean Mealy, Purchasing Manager (non-

voting); and John Cmar, Purchasing Coordinator (non-voting). In addition, the Office of the Inspector General (OIG) is invited to attend all Selection Committee Meetings as was the case for this solicitation. While they were not in attendance, the OIG did receive a copy of the recordings of all meetings and related backup material. Below are the rankings of the six (6) firms:

1. Kimley-Horn and Associates, Inc.
2. Hazen and Sawyer
3. Baxter & Woodman, Inc.
4. Wright-Pierce, Inc.
5. McKim & Creed, Inc.
6. Chen Moore and Associates

Based on Purchasing Department's recommendation, oral presentations were scheduled for the top three (3) firms. Florida Statue requires all CCNA Solicitations to hold oral interviews with a minimum of three firms. Prior to the presentations Hazen and Sawyer withdrew their proposal. Therefore, on September 19, Kimley-Horn and Associates, Inc. and Baxter & Woodman, Inc. made oral presentations to the same selection committee. At the conclusion of the presentations, the committee used the ordinal scoring system ranking each firm as either 1 or 2. The selection committee unanimously ranked Kimley-Horn and Associates as the number 1 firm.

Subsequent to the oral presentation, Purchasing requested a proposal from Kimley-Horn for Phase 1. Led by Purchasing, the Town and Kimley met two times, October 1st and October 12th to review and update the proposal that would best meet the Town's needs. The final proposal submitted by Kimley-Horn for Phase 1 is \$95,796.

Background information for upcoming phases will consist in Phase 2 of the implementation of the flow meter monitoring plan developed in Phase 1. This flow meter monitoring plan will specifically target priority lift station service areas that have been identified in Phase 1 as potential areas of high inflow and infiltration. Phase 2 will include the installation of metering devices and associated monitoring devices, such as piezometers for groundwater and tidal influences measurement, along with supplemental rain gauges in the system. The results of the Phase 2 analysis will be to identify and prioritize system corrective improvements, along with estimated costs for these recommended improvements, to the collection system for the reduction of inflow and infiltration in our collection system. Phase 3 work consist of the implementation of the recommended improvements determined in Phase 2. Both Phase 2 and Phase 3 will be brought back to Town Council.

FISCAL IMPACT/FUNDING SOURCE

Public Works identified this as a critical item in the Comprehensive Review of Town Operations in March 2018. The funding source will be Capital Fund Contingency. Funding for future phases will be addressed at a later date.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research and extensive outreach to secure participation in the solicitation process.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, P.E., Director of Public Works

RESOLUTION NO. 186-2018

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, APPROVING THE SELECTION
COMMITTEE RECOMMENDATION AND AWARD
OF PURCHASE ORDER TO KIMLEY-HORN FOR
PROFESSIONAL ENGINEERING SERVICES FOR AN
INFILTRATION AND INFLOW STUDY OF PALM
BEACH SANITARY SEWER SYSTEM (RFQ NO. 2018-
48); AND APPROVE THE AMOUNT OF \$95,796 FOR
PHASE 1**

WHEREAS; Public Works recommended in the Comprehensive Review of Town Operations in March 2018 to conduct an investigation of inflow and infiltration into the Town's sanitary sewer system, and;

WHEREAS; RFQ No. 2018-48 was issued for Professional Engineering Services for an Infiltration and Inflow Study of the Town of Palm Beach Sanitary Sewer System; and

WHEREAS; The Selection Committee recommends the award of RFQ No. 2018-48 to Kimley-Horn; and

WHEREAS; Town Council approval is sought to approve the recommendation to award RFQ No. 2018-48 to Kimley-Horn and issue a purchase order for Phase 1 in the amount of \$95,796 to Kimley-Horn.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. RFQ No. 2018-48 award to Kimley-Horn, is hereby approved.

Section 2. Purchase order to Kimley-Horn for Phase 1 is approved in an amount not-to-exceed \$95,796 from account 65.611.590.90.99.56.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further action as may be necessary.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11 day of December 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH



RFQ No. 2018-48

REQUEST FOR QUALIFICATIONS

Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System

Event	Date
Date RFQ Issued	June 10, 2018
Non Mandatory Pre-Proposal Meeting	June 21, 2018 @ 11:00 a.m.
Due date for proposer questions	Until ten (10) days prior to the submittal date
Due date for proposer responses	Until seven (7) days prior to the submittal date
RFQ Due Date	July 10, 2018
Start Date	September 2018

BID CONTACT:

Dean Mealy, II

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

Purchasing Division

* * * * *

Finance Department

*TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH *
*FLORIDA * 33401*



TOWN OF PALM BEACH
RFQ NO 2018-48
Request for Qualifications

Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System

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ACH Authorization Form	Attachment "C"



TOWN OF PALM BEACH

Advertisement

RFQ NO 2018-48 **Request for Qualifications**

Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System

Proposals for **Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System** will be received by the Town of Palm Beach's Purchasing Division at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until 2:00 P.M. on July 10, 2018.**

The Town of Palm Beach is seeking to retain the professional civil engineering consultants on a continuing basis to perform design engineering, construction observation, studies, and other professional civil engineering services.

The contract resulting from this RFQ will be for a three (3) year period with options to renew for up to two (2) additional annual periods.

Any proposal received after **2:00 p.m. on July 10, 2018** whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is received in the Purchasing Office by the deadline indicated.

A **Non-Mandatory Pre-Proposal Conference**, will be held at **11:00 a.m., June 21, 2018**, at the Public Works Complex – Meeting Room, 951 Okeechobee Road, West Palm Beach, Florida 33401.

An **original and six (6) paper copies** of the proposal shall be submitted in sealed envelopes/packages addressed to **the Purchasing Division** Town of Palm Beach, Florida, and marked "**RFQ NO. 2018-XX-Request for Qualifications for Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**". Proposers desiring a copy of the Request for Qualifications (RFQ) may obtain such documents from the Town's website at www.townofpalmbeach.com, (*click "Doing Business," click "Bids & Request for Proposals" and follow the instructions*). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

Dean Mealy, II
Purchasing Manager

Dated: June 10, 2018
June 17, 2018

Published: Palm Beach Post,
DemandStar
Public Purchase



RFQ No. 2018-48
Request for Qualifications

Infiltration and Inflow Study of Town of Palm Beach
Sanitary Sewer System

PART I

PROPOSAL TERMS AND CONDITIONS

1-1. INTRODUCTION: The Town of Palm Beach ("TOWN") is seeking qualifications from professional firms to evaluate the Town of Palm Beach wastewater flow of the entire sewer network to determine the extent of rainfall-derived infiltration and inflow (I&I) and sanitary sewer overflows (SSOs). The intent of this "Request for Qualifications" is for the Town to select one Qualified Firm capable of providing the Professional Engineering Services specified herein.

1-2. PROPOSAL SUBMITTAL AND WITHDRAWAL: The Town must receive all proposals by **2:00 P.M. on July 10, 2018**. The proposals shall be submitted at the following address:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFQ NO 2018-48 - Request for Qualifications – Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**. This package shall also include the Proposer's return address.

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

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

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

1-4. DEVELOPMENT COSTS: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request

for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

1-5. CLARIFICATIONS: The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFQ, **until ten (10) days** prior to the submittal date. Inquiries must be directed to the Town's Purchasing Division, by email at solicitations@townofpalmbeach.com or via facsimile at (561) 835-4688. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

During the RFQ process, related contact with Town Staff by an Applicant Firm or its agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Purchasing Division for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

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

1-7. CONTRACT AWARDS: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within ten (10) days after the award of the proposal.

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

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

The Town reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. CONTRACTUAL AGREEMENT: This RFQ shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. PRESS RELEASES: The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFQ, the service, or project to which it relates.

1-10. FAMILIARITY WITH LAWS: The consultant is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility.

1-11. PERMITS, TAXES, LICENSES: The successful consultant shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the contract. Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-12. INSURANCE: The Consultant shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach thirty (30) business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the consultant.

If the consultant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

Professional Liability, or equivalent Errors & Omissions Liability with limits of liability not less than \$1,000,000 Per Occurrence. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting

period of not less than three (3) years. Coverage is to apply on a primary basis.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

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

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

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

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

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

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from

time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

1-13. INDEMNIFICATION: To the fullest extent allowed by law the Proposer shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Proposer's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Proposer agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Proposer's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Proposer's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

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

1-14. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded for the services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

1-15. INDEPENDENT CONTRACTOR: The successful consultant shall be considered an independent contractor. Professional services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the consultant.

1-16. ADDITION OR DELETION OF SERVICES: The Town reserves the right to add to the services specified, or to delete any portion of the scope of services at any time.

1-17. RECORDS: The Consultant shall maintain during the term of the contract all books

of account, receipt invoices, reports and records in accordance with generally accepted accounting practices. The Consultant shall maintain and make available such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term.

1-18. INVOICES: The Consultant may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by Town personnel. Invoices shall be paid by the Town within thirty (30) days of receipt of the invoice, except for items questioned. The Town shall notify the Consultant of any items questioned. The Consultant shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

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

1-19. TERMINATION FOR CAUSE: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner, its obligations under the contract, or if the Consultant shall violate any of the provisions of the contract, the Town may upon written notice to the Consultant terminate the right of the Consultant to proceed under the contract and may hold the Consultant liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under the contract shall, at the option of the Town, become the Town's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Consultant, however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the contract by the Consultant, and the Town may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due the Town from the Consultant is determined. The Consultant shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating the contract because of such delay.

1-20. TERMINATION FOR CONVENIENCE: The Town reserves the right, in the best interest as determined by the Town, to cancel any contract by giving the Consultant a fifteen (15) day written notice.

1-21. PROPOSAL CONTENTS: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of the proposal does not affect this right.

1-22. NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, age, creed, national origin, or disability by the Consultant in the operations conducted under the contract.

1-23 E-VERIFY: The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

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

1-25. P A L M B E A C H C O U N T Y I N S P E C T O R G E N E R A L: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-26. PUBLIC ENTITY CRIMES: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing and submitting the Bid documents, the submitting firm, i.e. "person" or "affiliate", attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

1-27 NON-COLLUSION: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-28. CONFLICT OF INTEREST: The award hereunder is subject to provisions of State

Statutes, Palm Beach County and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-29. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-30. LOBBYING PROHIBITED: Proposers are not to contact or lobby any Town personnel related or involved with this Request for Qualifications.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

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

1-31. CONE OF SILENCE: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

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

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

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

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

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

1-32. SCRUTINIZED COMPANIES: The Town, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the Town if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1-33. PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-34. PUBLIC RECORDS LAW: In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, or designee

Email: records@townofpalmbeach.com

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RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF
PALM BEACH SANITARY SEWER SYSTEM**

PART II

NATURE OF SERVICES REQUIRED

1. PURPOSE AND SCOPE OF WORK

The Town of Palm Beach is soliciting proposals from responsible and experienced professional engineering firms to evaluate the Town of Palm Beach wastewater flow of the entire sewer network to determine the extent of rainfall-derived infiltration and inflow (I&I) and sanitary sewer overflows (SSOs).

2. WORK TO BE PERFORMED

The project components and tasks for rainfall-derived infiltration/inflow and sanitary sewer overflows study include: Project Management, Project Meetings and Site Visits, Flow Metering and Monitoring Plan, Data Collection, Analysis and Reporting, Prioritization of Problems areas, Conceptual Plan for Improvements, and a Final Report. Specific intent and scope of work for each individual tasks are as follows:

Project Management

CONSULTANT shall perform its services in accordance with generally accepted standards and practices in effect at the time CONSULTANT's services are performed.

Project Meetings and Site Visit

CONSULTANT will arrange, prepare for and conduct a Project Kickoff Meeting, progress meetings and Site Visits as required for Data Collection. The Kickoff Meeting will correspond with the draft Flow Metering and Monitoring Plan.

Flow Metering and Monitoring Plan

The CONSULTANT shall perform Sanitary Flow and Rainfall Monitoring Methodology practices required to evaluate the status of the I&I throughout the entire network. The entire network consists of 40 miles of gravity mains, 1,000 manholes, 56 Pump stations/Lift stations, and 27 miles of forcemains. As part of the effort, the CONSULTANT will install sewer flow monitoring devices at strategic locations in the gravity sewer system to measure sewer flows, rain gauge(s) to measure rainfall, and piezometer(s) to measure surficial groundwater levels relative to the adjacent sewers.

Data Collection, Analysis and Reporting

The data will be collected and recorded for a period recommended by the Consultant. The CONSULTANT shall analyze pump station SCADA data including run times and number of starts with respect to rainfall events. The Consultant shall analyze the metered data to determine average daily dry-weather flow rates, peak wet-weather flow rates, peak hourly I&I rates. The Consultant shall provide diurnal flow graphs for each wet-weather event analyzed for each meter showing wet-weather flow vs. dry-weather flow along with rain intensities. The Consultant shall use best engineering practices to rank each metered area in terms of I&I and surcharge levels. After the monitoring period is completed, the CONSULTANT will analyze the data to determine the overall efficiency of the system and determine if there are opportunities to reduce the infiltration/inflow.

Prioritization of Problem Areas and Conceptual Plan for Improvements

Consultant will prioritize the problem areas and develop a conceptual plan for addressing these areas to reduce or eliminate infiltration/inflow. The consultant will include a cost benefit analysis based on potential cost savings for reducing infiltration/inflow and conceptual cost of implementation.

Final Report

The CONSULTANT shall perform a final report to include the following items:

- Executive Summary
- Table of Contents
- Sanitary Flow and Rainfall Monitoring Methodology
- Results of Monitoring and Data Analysis
- Prioritization of Problem Areas
- Cost Benefit Analysis
- Summary Report
- Consultant Recommendation's

3. TOWN CONTRACT COORDINATOR

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

4. DESIGNATED PERSONNEL

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

5. SUBCONSULTANTS

All proposed Subconsultants shall be included in the submittal and their qualifications and utilization presented in detail.

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RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF
PALM BEACH SANITARY SEWER SYSTEM**

PART III

PROPOSAL REQUIREMENTS

3-1. RULES FOR PROPOSALS

Proposer shall submit **one (1) original and six (6) copies** in a clear, concise format, on 8 ½ " x 11" paper. The proposal should contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

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

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

3-2. ANTICIPATED SCHEDULE:

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for RFQ: June 10, 2018 and June 17, 2018

Submission Deadline: July 10, 2018 2:00 P.M.

Short List Notification for Oral Interviews (if conducted): July 2018

Agenda Council: August 10, 2018

Award of Contract: September 2018

3-3. SUBMITTALS AND INSTRUCTIONS:

An original (so marked) and six (6) copies, to include the following should be submitted for a proposing firm to be considered:

(TAB 1) **Title Page:** This section should minimally show the "Request for Qualifications" project title, project number, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page should also include a complete listing of all companies, if any, that form the

Applicant Firm team and their principals.

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

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

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

(TAB 4) **Firm Composition, Qualifications and Background:** This section should include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. Include a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and the location of the office from which this work will be performed.

The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

The Applicant Firm should provide examples of projects similar to those stated in the scope of work. The firm should include the number of projects completed over the last seven (7) years.

List all completed and active projects that Vendor has managed within the past seven years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications.

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number.
- d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

(TAB 5) **Staff Qualifications:** This section should present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. The staff qualifications of management, technical, and support staff, should highlight their experience in professional engineering and Infiltration and Inflow Studies or similar work, both in the public and private sectors. It is the intent of the Town to insist that those indicated as the Project Team in this RFQ response actually execute the project. Applicant Firm hereby acknowledges that its key assigned employees, along with subcontractors and their key employees included in the RFQ, will be used as part of the basis for selecting Applicant Firm teams. Therefore, changes to Applicant Firms, including any sub-consultants and key employees, will not be allowed except as approved by the Town.

Include a brief resume of key persons to be assigned to the project including, but not limited to:

- a. Name and title
- b. Percentage of time to be assigned full time to this project.
- c. Number of years with this firm
- d. Number of years with other firms.
- e. Experience detailing types of projects and what was the specific project involvement.
- f. Education
- g. Active registration
- h. Other experience and qualifications that is relevant to this project.

(TAB 6) **Project Organization Chart:** A Project organization chart with the sub-consultants and individuals assigned to key project positions identified by name. Show the organization chart as it relates to this project indicating key personnel and their relationship. Attach evidence of licenses and certifications to perform the required services.

(TAB 7) **Sub-Consultants:** Provide names and experience of all sub-consultants to be used by the firm in relation to this project.

(TAB 8) **Insurance Capability:** Provide a statement from the firm's insurance agency confirming total insurance capability of the firm.

(TAB 9) **Approach to scope of services:** The firm should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of service for the project. Also include the company's overall work load and show the ability to accommodate this project and be able

to complete project on a timely basis. Your proposal should also address the topics indicated in paragraph 2-3 from the scope of services.

- (TAB 10) **Variations/Exceptions:** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal and explanation.
- (TAB 11) **Litigation Statement:** A statement that no litigation or regulatory action has been filed against your firm in the last three (3) years shall be included in the proposal. If an action has been filed against your firm within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last three years.
- (TAB 12) **Financial Information:** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.
- (TAB 13) **RFP Forms:** This section should include completed and executed copies of the following forms: B-1 – Proposal Page, B-2 Proposers Qualifications, B-3 References, B-4 Drug Free Workplace Certification, B-5 Sub-consultants.

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RFQ No. 2018-48
Request for Qualifications

CIVIL ENGINEERING CONSULTANTS
PART IV
EVALUATION OF PROPOSALS

4-1. EVALUATION AND AWARD - The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

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

4-2. SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel and subject matter experts, will convene, review and discuss all proposals submitted. The Purchasing Representative, as non-voting member, will chair the committee.

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

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

4-5. VOLUME OF PREVIOUS WORK - Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution.

The point distribution will be as follows:

Proposers whose past awards have totaled less than 5% of the basis will receive 5 points.
Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points.
Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points.
Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points.
Proposers whose past awards have totaled over 85% will receive 1 point.

4-6. INNOVATIVE CONCEPTS AND RECOMMENDATIONS - Any innovative concepts and recommendations for services or any enhancements relating to the quality of services to the Town that the Proposer considers pertinent for consideration should be included in the proposal.

4-7. SELECTION - Consultant selection and award of contract shall be done in accordance with the State of Florida CCNA and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate a contract with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the consultant, a thorough review of all references provided and criteria set forth herein.

4-8. ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee may recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations, the Proposers should relate their discussion to the revised evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager shall be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

4-9. FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

4-10. CONTRACT – The selected Proposer, will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

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(B-1)

TOWN OF PALM BEACH
RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER
SYSTEM**

PROPOSAL SUBMISSION FORM

The undersigned Proposer hereby declares that:

1. This Proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Proposer has carefully and to his full satisfaction understands the Scope of Work, Special Terms, General Conditions, technical specifications, certificate of insurance, and form of bonds, if applicable, and Proposer has read all issued addenda issued.
3. Proposer furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, unless otherwise extended by the Town, the Town may withdraw the offer and contract with another Proposer.

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

Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____

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

***SIGNATURE:** _____

Name: _____ **Title:** _____

Printed

Company: _____ **Address:** _____

Legally registered name

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

Email: _____

Federal ID #: _____ **Dun Bradstreet #:** _____

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



(B-2)

TOWN OF PALM BEACH

RFQ No. 2018-48

Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER
SYSTEM**

PROPOSERS QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

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

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

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

5. Name and Title of Principal Officers

Date Elected:

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

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

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

Name _____ Percentage of Interest: _____

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

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

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

**TOWN OF PALM BEACH****(B-3)****RFQ No. 2018-48****Request for Qualifications****INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER SYSTEM****REFERENCES**

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications. Failure to furnish this information may be grounds for rejection of the proposal.

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

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

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

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

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

Company Name: _____



TOWN OF PALM BEACH
RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER
SYSTEM**

DRUG-FREE WORK PLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
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 statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

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

Date

Signature



(B-5)

TOWN OF PALM BEACH
RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER
SYSTEM**

LIST OF PROPOSED SUBCONSULTANTS

The undersigned Proposer hereby designates, as follows, all major sub consultants whom they propose to utilize for the major areas of work for the services. Failure to furnish this information may be grounds for rejection of the proposal. (If no sub consultants are proposed, state "None" on first line below.)

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

Signature and Date _____

Title/Company _____



TOWN OF PALM BEACH
RFQ No. 2018-48
Request for Qualifications

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER
SYSTEM**

EVALUATION CRITERIA

<i>Criteria</i>	<i>Weight</i>
Experience of Firm / Past Performance • Company Credentials • Relevant Project Experience • Completed Municipal Projects over \$100,000 • Schedule/Budget Compliance • Understanding of the Town's needs • References	30%
Experience / Ability of Personnel • Organizational chart / Resources • Management's Credentials • Project Personnel Credentials • Sub-consultant Credentials • Demonstrated Experience of completing infiltration and inflow studies	35%
Workload and Scheduling • Over-all workload of the company • Project scheduling ability/timely completion of work • Technical Approach for Municipal Multiple Services Engineering Contract	20%
Financial Information • Annual Report submitted and determined adequate by Town • Financial resources and capabilities	5%
Volume of Work • Points awarded based upon past awards made by the Town	5%
Other • Overall completeness, clarity and quality of proposal • Location of firm; ability to attend meetings at Public Works or Town Council as required • Bonding and Insurance • Disputes, Litigation and Resolution	5%

2005-to-Present- Worked with the engineering and water resources divisions to design and retrofit new motor controls, pump controls and automatic transfer switches at A43, A42, A41 and A39 to replace existing obsolete MCC and ATS.

2006-to-Present- Working to standardize all electrical equipment to allow interchangeability between stations. This will allow us to keep a smaller inventory of parts.

RECENT EFFICIENCIES AND COST SAVING MEASURES - EXAMPLES SINCE PREVIOUS CRTO:

- 1) Incorporate computer tablets and hand-held devices for field use to eliminate monitoring at S-2 master pump station – In the past there was a requirement that a staff member be present at the master pump station to monitor activity of pumps and any alarms. That position was unnecessary when technology provided a means of monitoring this information remotely via cell phones and/or tablets. The personnel who previously were “watch-standers” for this function were able to be reassigned to perform more field work including inspections and repairs.
- 2) Modification of truck #532-70 to incorporate television equipment for surveillance and repair – The Town staff had previously inspected the sewer collection piping only with small portable cameras that did not afford the optimum level of viewing and recording of this important infrastructure. Using a replacement vehicle purchased with Equipment Replacement Fund depreciation, the newly purchased sewer inspection camera and software has provided much greater capability and at a lesser cost than purchasing commercially available vehicles/equipment or contracting them to do the work.

PLANNED FUTURE EFFICIENCIES AND COST SAVING MEASURES

Continue to seek out opportunities to upgrade equipment and controls to provide most cost-effective and efficient systems.

Subject to Town Council approval, consider seeking proposals from consultants to minimize the inflow and infiltration of rainwater and groundwater into the sanitary sewer collection systems. For example, during significant rainfall events the amount of sewage effluent pumped to the regional treatment plant increases. In an effort to reduce the cost of pumping and treating that effluent it is necessary to determine how the inflow and infiltration is occurring and what the required cost/effort is to mitigate or eliminate those causes.

OPTIONS FOR COST SAVINGS

Recommendation for Cost Savings: Cap-off and connection inspections are required when a private sewer lateral connection is installed or repaired and whenever a connection inspection is performed. Approximately 70 inspections are completed annually, requiring about 140 man-hours. A fee for this service is already included in the Town’s fee schedule (currently \$150 each typically) and the re-inspection fee is the same amount if the work requires an

additional inspection. As an incentive/deterrent to contractors performing deficient work that requires re-inspection by Town staff, the follow-up inspection fee could be increased. The re-inspection fee could be increased to \$300 each.

Cost Savings/Revenue: 20 re-inspections @\$300 = \$6,000 annually

Comments: The inspections are required and if contractors are motivated to ensure the work is done properly, then re-inspections should decrease. This is both a compliance issue and a revenue but would ultimately improve efficiency and reduce wasted time by Town staff.

Impacts of Option: Work will be done right the first time by contractors to avoid the higher fees for a second visit, allowing the Town employee to utilize their time more efficiently in other required job functions.

SELECTION COMMITTEE RANKINGS

Committee Member	Patricia Strayer	Todd Engle	Brett Madison	Eric Brown	Total
Company	Rating	Rating	Rating	Rating	Average Rating
1 Kimley-Horn and Associates, Inc.	4.35	4.22	4.25	4.00	4.21
2 Hazen and Sawyer	2.65	3.80	2.80	3.78	3.26
3 Baxter & Woodman, Inc.	2.45	3.69	3.13	3.28	3.13
4 Wright-Pierce, Inc.	2.60	3.03	2.95	3.35	2.98
5 McKim & Creed, Inc.	2.65	2.79	3.00	3.15	2.90
6 Chen Moore and Associates	2.45	3.32	2.58	2.95	2.82

Short Listed Firm

SELECTION COMMITTEE RANKINGS

Committee Member		Total
Company		Average Rating
1	Kimley-Horn and Associates, Inc.	4.21
2	Hazen and Sawyer	3.26
3	Baxter & Woodman, Inc.	3.13
4	Wright-Pierce, Inc.	2.98
5	McKim & Creed, Inc.	2.90
6	Chen Moore and Associates	2.82

Short Listed Firm



TOWN OF PALM BEACH

MEMORANDUM

DATE: September 20, 2018

TO: H. Paul Brazil, Public Works Director

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking - RFQ No. 2018-48 – Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System - REVISED -

The Selection Committee met on August 10, 2018. All members of the committee listed below were present:

Selection Committee Members -

Patricia Strayer, P.E. – Town Engineer
Todd Engle, P.E. – City Engineer, Palm Beach Gardens
Brett Madison – Facilities Manager
Eric Brown, P.E. – Assistant Public Works Director

Advisors and Facilitators (Non-Voting) -

Jason Debrincat, P.E. – Senior Project Engineer (Non-Voting)
Dean Mealy – Purchasing Manager (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

The Town received six (6) proposals. After thorough consideration of the proposals submitted, the Selection Committee arrived at the following ranking:

1. Kimley-Horn and Associates, Inc.
2. Hazen and Sawyer
3. Baxter & Woodman, Inc.
4. Wright-Pierce, Inc.
5. McKim & Creed, Inc.
6. Chen Moore and Associates

In accordance with CCNA process as set forth in Florida Statute Section 287.055 the top three (3) ranked firms were invited for presentations and interviews.

On September 19, 2018, the Selection Committee heard presentations and interviews from two (2) of the short-listed companies: Kimley-Horn and Associates, Inc. and Baxter & Woodman, Inc. Hazen and Sawyer chose to withdraw from the solicitation. All members of the Selection Committee were present with the exception of Dean Mealy, who was replaced by Duke Basha, Assistant Purchasing Manager (Non-Voting). After thorough consideration of the two (2) companies, the Selection Committee arrived at a final ranking as follows:

1. Kimley-Horn and Associates, Inc.
2. Baxter & Woodman, Inc.

It is the recommendation of the Selection Committee to award a contract to Kimley-Horn and Associates, Inc. for the Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System.

Cc: File: RFQ No. 2018-48
John Randolph, Town Attorney
Selection Committee Members

RFP No. 2018-48 - Infiltration and Inflow Study
of Palm Beach Sanitary Sewer System
- FINAL RANKING -

SELECTION COMMITTEE RATINGS

Committee Member	Patricia Strayer		Todd Engle		Brett Madison		Eric Brown		Total	
	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Total Score	Total Score
Baxter & Woodman, Inc.	2	2	2	2	2	2	2	2	8	8
Kimley-Horn and Associates, Inc.	1	1	1	1	1	1	1	1	4	4

Rank
—
2
1



October 15, 2018

Ms. Patricia Strayer, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

RE: *Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System*
PHASE 1 – System Wide Sewer Flow Analysis and Flow Metering Monitoring Plan

Dear Patricia,

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this proposal to the Town of Palm Beach ("Town") for providing professional engineering services for the evaluation of the Town's entire sewer network to determine the extent of rainfall derived infiltration and inflow (I&I) and sanitary sewer overflows (wet weather flows). Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The Town has been experiencing infiltration and inflow, along with some sanitary sewer overflows, throughout their entire sewer network. These occurrences place a burden on the existing sewer network and lead to additional monthly operational expenditures by the Town for excessive wastewater volumes, that is ultimately sent to the East Central Regional Water Reclamation Facility (ECRWF).

The Town's sewer network consists of approximately 40 miles of gravity sewer main, 1,000 manholes, 56 pump stations/lift stations and approximately 27 miles of sewer force main. The Consultant will perform a desktop I&I analysis on the Town's gravity sewer network utilizing the Town's GIS, existing lift station SCADA and rain gauge data. This analysis will use parameters and guidelines from EPA's Sanitary Sewer Overflow Analysis and Planning Toolbox and our sub consultant, ADS Environmental, proprietary I&I software referred to as Slicer.

These tools will allow the Consultant to develop a Monitoring Plan that will prioritize specific lift station service areas for further analysis, by identifying the locations for individual metering devices to be installed. The installation of these metering devices and associated monitoring will be considered Phase 2 of the work. Phase 3 of the work will consist of the implementation of system corrective action to address the I&I issues.

The Consultant will provide a scope and fee for Phases 2 and 3 upon completion of each subsequent phase as may be requested by the Town.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services**TASK 1 – Project Kickoff and Data Collection**

This Task consists of the project kickoff meeting to discuss the Town's overall goals and objectives. Attendees will include key Town staff, the Consultant's project manager and their key staff members. Also, as a part of this Task, the Consultant will commence with data collection and review of the following;

- GIS gravity sewer information and identification of sewer service areas.
- Sewer system layout and identification of parallel sewers and complex connections that could possibly lead to storm interconnects.
- Sewer system depths versus groundwater table evaluation, along with tidal influence zones. This evaluation may conclude the need for piezometers to be installed in strategic locations within Phase 2 of the work.
- Pipe materials and joint types.
- Identify lined versus unlined sewer locations.
- Record sewer infrastructure age and condition based upon available records.
- Existing lift/pump station run time data/SCADA system data.
- Rainfall data from existing Town rain gauge locations.
- Current Town sewer transmission system costs and master meter flow data for the pumping of wastewater from the Town to ECRWRF.
- Estimated permanent/seasonal population values versus actual flow rates to establish a base flow rate.
- Soil type and porosity. Soil profiles will be taken when piezometers are installed to supplement existing information. Available soil information and maps developed during past projects will also be reviewed.

The Consultant will work directly with Town staff to obtain existing SCADA data that can be converted to hourly run times for the various stations. This computation will assist in developing rainfall-derived inflow and infiltration (RDII) curves that could lead to reducing the number of flow meters required to be deployed in the system during Phase 2.

TASK 2 – Desktop I&I Analysis

The Consultant will complete a preliminary characterization of the Infiltration & Inflow using the existing data collected in Task 1. The approach will be as follows:

- Analyze and organize flow monitoring data
- Input sewer system flow data (derived from pump run times) and rainfall data into the Database Management Tool (DMT).
- The DMT includes software that;
 - Performs rainfall and flow data quality control
 - Identifies wet-weather events and determines rainfall volumes, peak rainfall intensities and antecedent moisture conditions.
 - Supports sanitary sewer system capacity analysis and planning.

- Perform rainfall-derived infiltration and inflow (RDII) analysis and generate associated hydrographs
- Summarize and export all data collected.
- Perform a quality check on all data and review for inconsistencies.

Upon completion of the DMT data entry and RDII analysis, the Consultant can perform the following analyses:

- Dry Weather Flow (DWF) Analysis for each lift/pump station service basin
- Wet Weather Flow (WWF) Analysis for each lift/pump station basin
- Develop a lift/pump station service area ranking, by prioritizing each station service area based on the amount of RDII observed.

TASK 3 – Flow Metering Monitoring Plan and Report

Upon completion of Task 1 and 2 above, the Consultant will proceed with the development of the Flow Metering Monitoring Plan for review and approval by the Town. The Plan will be developed addressing the following;

- Maps and Figures will be developed to define areas of I&I concern based upon the desktop analysis.
- The Consultant and their subconsultant, ADS Environmental, will determine the optimum location for flow meter locations to be used within Phase 2 of the work.
- The plan will also identify if additional rain gauges are required to supplement the ones already installed throughout the Town. ADS will use their RainAlert III, with the TB6 Tipping Bucket.
- The Consultant will identify the need for piezometers to be installed within Phase 2 of the work to further assist in the evaluation of groundwater and tidal influences.

The Consultant will prepare this report to include the following:

- Executive Summary
- Table of Contents
- Data Collection Summary
- Results of the Desktop I&I Analysis
- Additional Rain Gauge Placement (if needed)
- Placement of Piezometers in the Town
- Flow Metering Device Locations
- Prioritization of Problem Areas
- Phase 2 Scope of Services with costs

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information/services shall be provided to the Consultant:

- Utility Record Drawing Information as may be available
- Access to the Project Areas
- Metered flow data from Master Pump/Lift Stations
- Existing pump/lift station SCADA with run times and pump starts

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin upon receipt of a Notice to Proceed or Purchase Order and will be completed within 100 days.

Fee and Billing

Kimley-Horn will perform the services in TASK 1 through TASK 3 on an hourly basis as listed below. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Town. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

TASK 1 – Project Kickoff and Data Development	\$32,068
TASK 2 – Desktop I&I Analysis	\$28,712
<u>TASK 3 – Monitoring Plan Development and Report</u>	<u>\$35,016</u>
Total Not to Exceed Amount	\$95,796

Labor fee will be billed on an hourly basis in accordance to our Agreement. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.0 times cost. All permitting, application, and similar project fees will be paid directly by the Town.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement for RFQ 2018-48 between the Town of Palm Beach and Kimley-Horn and Associates, Inc. As used in the Agreement, the term "Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "Town" shall refer to The Town of Palm Beach.

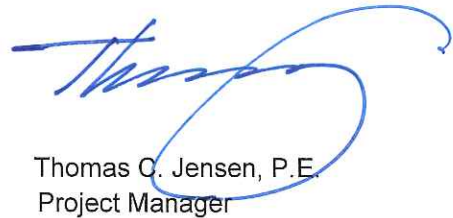
If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0853 or at tom.jensen@kimley-horn.com should you have any questions.

Sincerely,
Kimley-Horn and Associates, Inc.



By: Kevin Schanen, P.E.
Vice President



Thomas C. Jensen, P.E.
Project Manager

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TCM Backup 12-11-18

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TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION 190-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Modification To Resolution 142-2018, To The Awarded State Of Florida Vendor, SHI International Corp, That Provides The Annual Microsoft Licensing Agreement To The Town.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 21, 2018, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 190-2018**
- ▣ **Original Resolution 142-2018**
- ▣ **Original Quote Obtained Prior to Price Increase**
- ▣ **Updated Quote**

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO, Town Purchasing Manager

RE: **Approval of Modification of Resolution 142-2018 for Annual Microsoft Licensing Agreement**

DATE: 21 November 2018

STAFF RECOMMENDATION

Staff recommends the Approval of a Modification to Resolution 142-2018 for the Annual Microsoft Licensing Agreement in the amount of \$11,632.40 for a new total authorization of \$107,248.85.

SUMMARY EXPLANATION/BACKGROUND

Information Technology submitted Resolution 142-2018 for the annual Microsoft Licensing Agreement for the September 2018 Town Council Agenda in the amount of \$95,616.45. On September 24, 2018, after approval of the resolution, Information Technology was informed by the awarded State of Florida provider, SHI International Corp, that the Microsoft had imposed an increase for calendar year 2019.

The new quote provides for the same number of licenses for a new overall total of \$107,248.85. This represented an increase of \$11,632.40 for calendar year 2019. The increase amount is required to support Town users as of the renewal date of January 1, 2019.

Since the Purchase Order has not been issued, a modification to the original resolution is the recommended. This will allow staff to issue the Purchase Order prior to the expiration of the current licensing agreement on December 31, 2018.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact for the modification will be \$11,632.40.

Resolution 142-2018 was presented for \$95,616.45, prior to new price schedule being issued.

USER DEPARTMENT CONCURRENCE

Information Technology is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research. State of Florida Contract Pricing was verified.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Jay Boodheshwar, Deputy Town Manager
Charles Kapachinski, IT Manager
Terri Bayard

RESOLUTION NO. 190-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MODIFICATION TO RESOLUTION, 142-2018, TO THE AWARDED STATE OF FLORIDA VENDOR, SHI INTERNATIONAL CORP, THAT PROVIDES THE ANNUAL MICROSOFT LICENSING AGREEMENT TO THE TOWN.

WHEREAS; Information Technology secured a quote for the annual Microsoft Licensing Agreement with the State of Florida approved vendor, SHI International Corp., in August 2018 for \$95,616.45, and;

WHEREAS; Microsoft increased pricing for licensing agreements nationwide on September 24, 2018 after Resolution 142-2018 had been approved, and;

WHEREAS; Microsoft Licensing Agreements are valid for the calendar year and the current agreement expires on December 31, 2018, and;

WHEREAS; Town Council approval is required to approve a modification to Resolution 142-2018 to reflect a revised total amount of \$107,248.85.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The modification to the Resolution 142-2018 is approved for the total amount to read \$107,248.85 and allow for the issuance of the renewal purchase order prior to the expiration of the contract period of December 31, 2018.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further action as may be necessary.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of December, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

RESOLUTION NO. 142-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO SHI INTERNATIONAL CORP. FOR THE PURCHASE OF ANNUAL MICROSOFT SOFTWARE MAINTENANCE IN THE AMOUNT OF \$95,616.45; SUBJECT TO THE APPROVAL OF THE FISCAL YEAR 2019 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1: The Town Council of the Town of Palm Beach hereby approves the purchase of annual Microsoft software maintenance from SHI International Corp. in the amount of \$95,616.45 for fiscal year 2019.

Section 2: Quote number 15100148 dated March 29, 2018 is attached hereto as Exhibit A and is hereby incorporated within this Resolution and made a part hereof.

Section 3: The Town Manager is hereby authorized to execute any and all documents necessary to effectuate this purchase order.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of September 2018.


Gail L. Coniglio, Mayor

ATTEST:


Kathleen Dominguez, Town Clerk





Pricing Proposal
Quotation #: 15100148
Created On: 3/29/2018
Valid Until: 9/30/2018

TOWN OF PALM BEACH

Terri Bayard

360 South County Road
Palm Beach, FL 33480
UNITED STATES
Phone: (561) 227-6314
Fax:
Email: tbayard@townofpalmbeach.com

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OfficeProPlus ALNG SA MVL Microsoft - Part#: 269-05704 Coverage Term: 1/1/2019 – 12/31/2019	150	\$92.17	\$13,825.50
2	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Coverage Term: 1/1/2019 – 12/31/2019	100	\$33.54	\$3,354.00
3	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Coverage Term: 1/1/2019 – 12/31/2019	75	\$16.36	\$1,227.00
4	SQLSvrEnt ALNG SA MVL Microsoft - Part#: 810-04760 Coverage Term: 1/1/2019 – 12/31/2019	1	\$1,379.15	\$1,379.15
5	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Coverage Term: 1/1/2019 – 12/31/2019	8	\$18.00	\$144.00
6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Coverage Term: 1/1/2019 – 12/31/2019	200	\$18.00	\$3,600.00
7	VisioStd ALNG LicSAPk MVL MICROSOFT - Part#: D86-01175 Coverage Term: 1/1/2019 – 12/31/2019	10	\$99.80	\$998.00
8	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL MICROSOFT - Part#: H30-00237 Coverage Term: 1/1/2019 – 12/31/2019	10	\$376.28	\$3,762.80
9	WINE3perDVC ALNG UpgrdSAPk MVL MICROSOFT - Part#: KV3-00381 Coverage Term: 1/1/2019 – 12/31/2019 TCM Backup 12-11-18	400	\$57.49	\$22,996.00

10	OfficeProPlus ALNG LicSAPk MVL MICROSOFT - Part#: 269-05623	250	\$177.32	\$44,330.00
			Total	\$95,616.45

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal
Quotation #: 15100148
Created On: 3/29/2018
Valid Until: 12/31/2018

TOWN OF PALM BEACH

Terri Bayard

360 South County Road
Palm Beach, FL 33480
UNITED STATES
Phone: (561) 227-6314
Fax:
Email: tbayard@townofpalmbeach.com

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OfficeProPlus ALNG SA MVL Microsoft - Part#: 269-05704 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	150	\$100.74	\$15,111.00
2 SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	100	\$35.30	\$3,530.00
3 WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	75	\$17.80	\$1,335.00
4 SQLSvrEnt ALNG SA MVL Microsoft - Part#: 810-04760 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	1	\$1,379.15	\$1,379.15
5 SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	8	\$18.00	\$144.00
6 WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 TCM Backup 12-11-18	200	\$18.12	\$3,624.00

Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
Contract #: 43230000-15-02
Coverage Term: 1/1/2019 – 12/31/2019

7	VisioStd ALNG LicSAPk MVL MICROSOFT - Part#: D86-01175 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	10	\$109.61	\$1,096.10
8	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL MICROSOFT - Part#: H30-00237 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	10	\$407.36	\$4,073.60
9	WINE3perDVC ALNG UpgrdSAPk MVL MICROSOFT - Part#: KV3-00381 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2019 – 12/31/2019	400	\$71.24	\$28,496.00
10	OfficeProPlus ALNG LicSAPk MVL MICROSOFT - Part#: 269-05623 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02	250	\$193.84	\$48,460.00
			Total	\$107,248.85

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 192-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2018-54 And Approving A Contract And Purchase Orders To John Cassidy, For HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Replacement Units And Related Parts, And Establishing A Project Budget Of \$121,225 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Public Works Director And The Purchasing Manager For A Five Year Contract Budget Of \$675,165, Contingent Upon Funding In Future Fiscal Years.

NOTE: **Proposed Cost Savings** of \$20,340 annually and \$101,700 over the period of five years. This is a result of the reduced number of service maintenance calls from twelve a year to six a year.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 16, 2018, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 192-2018**
- ▣ **Bid Document**
- ▣ **Final Bid Tabulation**
- ▣ **Bid Alternative Pricing for Preventative Maintenance**

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO, Town Purchasing Manager

RE: Resolution Approving Award of Contract for HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Replacement Units and Related Parts, ITB 2018-54 to John Cassidy - **Resolution No. 192-2018**

DATE: 16 November 2018

STAFF RECOMMENDATION

Staff recommends the approval of Resolution No. 192-2018 awarding Invitation to Bid 2018-54 to John Cassidy for HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Ice Machines, Replacement Units and Related Parts in the amount of \$121,225 for FY19, and establishing a five (5) year contract budget of \$675,165, contingent upon funding of future years.

SUMMARY EXPLANATION/BACKGROUND

Public Works had previously utilized three contracts, one for HVAC/Maintenance Service, one for Commercial Refrigeration and another for Ice Machines. It was determined that it be cost effective to merge the three contracts. The current contract for HVAC was issued in 2013 and a new solicitation was required to be issued. Commercial Refrigeration and Ice Machines were addressed by annual purchase orders which did not exceed \$3,500.

Purchasing issued Invitation to Bid No. 2018-54 (ITB) for HVAC, Commercial Refrigeration, Freezers, Ice Machines, Replacement Units and Related Parts.

Six firms responded to the solicitation. John Cassidy provided the most responsive, responsible pricing to the solicitation. The solicitation was broadcast to 1,026 vendors through Demand Star and 350 through Public Purchase.

After review of all submittals, Public Works recommended award to John Cassidy to the Purchasing Division. As part of the CROTO recommendation, HVAC preventative maintenance services were adjusted from twelve times annually to six times annually. The change in the number of services is reflected in a proposed cost savings of \$20,340 within the new bid document (bid tabulation vs. alternative price bid tabulation).

The solicitation sought cost plus percentage for materials, supplies and equipment from list price.

The previous incumbent for the HVAC was John Cassidy, Dolling's Appliance for Refrigeration and Mr. Ice for Ice Machines.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact for the Contract for FY19 will be the total award of \$121,225. The award is broken down as follows:

- | | |
|--|----------|
| • AC Maintenance | \$32,000 |
| • AC Replacement | \$27,000 |
| • AC Repairs | \$57,425 |
| • Ice Maintenance/Repairs | \$ 2,400 |
| • Refrig/Freezer Maintenance and Repairs | \$ 2,400 |

Repairs and replacement are noted on the bid document as a Percent Discount from Manufacturer's List Price. Purchasing and Public Works would secure the pricing for replacement units verifying the catalog price.

The total annual award of the contract is established at \$121,225. The projected five year award is \$675,165 contingent upon funding by the approved budgets.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, P.E., Director of Public Works

RESOLUTION NO. 192-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2018-54 AND APPROVING A CONTRACT AND PURCHASE ORDERS TO JOHN CASSIDY, FOR HVAC, MAINTENANCE SERVICES, COMMERCIAL REFRIGERATION, FREEZERS, REPLACEMENT UNITS AND RELATED PARTS, AND ESTABLISHING A PROJECT BUDGET OF \$121,225 FOR FY2019. THE REMAINING EXTENSIONS FOR THE FOLLOWING FOUR YEARS SHALL BE APPROVED ONLY UPON SATISFACTORY PERFORMANCE AS DETERMINED AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR AND THE PURCHASING MANAGER FOR A FIVE YEAR CONTRACT BUDGET OF \$675,165, CONTINGENT UPON FUNDING IN FUTURE FISCAL YEARS.

WHEREAS; The Town solicited a Bid for HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Ice Machines, Replacement Units and Related Parts, and;

WHEREAS; Purchasing obtained six responsive and responsible bid submittals; and

WHEREAS; John Cassidy AC was found to be the responsive and responsible bidder that offered best pricing and has an excellent performance ranking of previous work with the Town; and

WHEREAS; Town Council approval is sought to approve the Bid Award and Purchase Order to John Cassidy in the amount of \$121,225 for FY2019, and establish a five year (5) year contract budget of \$675,165, contingent upon funding in future fiscal years.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The award of Bid No. 2018-54 to John Cassidy for HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Ice Machines, Replacement Units and Related Parts, is hereby approved in the amount of \$121,225 for FY2019, and establishes a five year (5) year contract budget of \$675,165, contingent upon funding in future fiscal years.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further action as may be necessary.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of December, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH



INVITATION TO BID NO. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

Event	Date
Date ITB Issued	Sep 16, 2018
Non-Mandatory Pre-Bid Meeting or Site Visit	Sep 25, 2018
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
ITB Due Date	Oct 16, 2018
Start Date	Estimation Jan 2019

BID CONTACT: Duke Basha

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

Purchasing Division

* * * * *

FINANCE DEPARTMENT

* * * * *

TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH * FLORIDA * 33401



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

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TOWN OF PALM BEACH

Advertisement for Bids

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

Sealed bids for Bid No. 2018-54 - HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT will be received by the Town of Palm Beach, FL, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, until MM/DD, 2018 at 2:00 P.M. At that time, all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

The Town accepts online submittal of bids through Public Purchase, which is the preferred method of receipt of bids promoting a greener footprint.

A non-mandatory pre-bid meeting will be held at **10:00 AM on Sep 25, 2018**, at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff. After the Bid has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

An **original, two (2) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Purchasing Division, Town of Palm Beach, Florida, and marked "**Bid No. 2018-54 – HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids and Requests for Proposals" and follow the instructions). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that bidder whose proposal best complies with the bid specification. No bidder may withdraw their bid for a period of ninety (90) days from the date set for the opening thereof.

Eric Shibley
Buyer

Dated: Sep 16, 2018
Aug 26, 2018

Published: Palm Beach Post
DemandStar
Public Purchase



TOWN OF PALM BEACH

BID No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened. **(NOTE: Town prefers electronic submittal of all bids)**

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact Purchasing Division via email: solicitations@TownofPalmBeach.com or via Fax (561) 835-4688.

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

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

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

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill

contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

8. LEGAL REQUIREMENTS

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

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical

or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a 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 (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

10. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

11. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

12. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

13. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

14. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

15. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions)

and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

16. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

17. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

18. PAYMENT

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

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

19. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

20. CERTIFICATIONS

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with bid and must be in the name of the vendor shown on the Bid Proposal page.

21. LICENSES AND PERMITS

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.

22. MATERIAL SAFETY DATA SHEET

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

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).

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

23. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

24. CODES AND REGULATIONS

The vendor must strictly comply with all Federal, State and local building and safety codes.

25. INDEMNIFICATION

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

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

26. ADDENDUMS

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via facsimile to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the

Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. Written addenda may be provided up to **five (5)** calendar days before the date fixed for receiving the bids. Any oral explanation(s) given before the bid opening will not be binding.

27. TERMINATION FOR DEFAULT

The Town of Palm Beach may, subject to paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Perform the services within the time specified;
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Town of Palm Beach in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

The rights and remedies of the Town of Palm Beach in this clause are in addition to any other rights and remedies provided by law or under this contract.

28. TERMINATION FOR CONVENIENCE

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

29. AWARD

The Town of Palm Beach reserves the right to award on an "All-or-None" basis to one bidder or to award on a "Lot-by-Lot" or "Item-by-Item" basis whenever it is in the best interest of and/or most advantageous to the Town of Palm Beach.

Award will be made to the lowest responsive and responsible bidder(s), whose bid meets the requirements and criteria set forth in this Invitation to Bid.

The Town reserves the right to award to that bidder who will best serve the interests of the Town.

The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

30. RENEWAL OF CONTRACT

Bid shall be awarded for a term of twelve (12) months with the option to renew the contract for up to four additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published

by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

31. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

32. METHOD OF ORDERING

An annual Blanket Purchase Order shall be issued for these services. Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, and Accounts-Payable.

P.O. Box 2029, Palm Beach, FL 33480

or email electronic invoices to: Invoices@TownofPalmBeach.com (Preferred Method).

33. INSURANCE

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

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

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

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

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

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

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

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

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

34. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town and County Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

35. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

36. PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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

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

37. E-VERIFY

The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

38. DRUG-FREE WORKPLACE

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

39. PALM BEACH COUNTY INSPECTOR GENERAL

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

40. CODE OF ETHICS

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

41. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

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

42. CONE OF SILENCE

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

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

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

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

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

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

43. PUBLIC RECORDS

Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes.. Document files may be examined, during normal working hours.

44. PUBLIC RECORDS LAW

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
Email records@townofpalmbeach.com

45. RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS

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

46. LIQUIDATED DAMAGES

Failure to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the annual contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.

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TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT SPECIAL TERMS AND CONDITIONS

1. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

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

Contractor shall provide all necessary labor, management, supervision, trucks, gas, oil, safety equipment and any other materials and equipment necessary to inspect, repair and replace Town owned air conditioning equipment in order to maintain the air conditioning equipment in proper operating condition.

Contractor shall be responsible for posting and signing a maintenance log in each building. The log shall contain at a minimum, date of service, type of service rendered, special notes and signature of service representative. The Contract Coordinator or his designee may review the log and posting locations for compliance.

This vendor shall provide a recommended equipment replacement list based on age, past repairs, past and failures. This list shall include repair history and service records including model numbers, serial numbers, building location and area it services. This list shall be provided to the contract coordinator no later than July of the current fiscal year.

The Contract Coordinator principal duties shall be:

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

2. PRE-BID CONFERENCE

All interested Proposers are invited to attend a **Pre-Bid Conference on Sep 25, 2018, at 10:00 A.M. in the Public Works Meeting Room, located at 951 Okeechobee Road, West Palm Beach, FL, 33401.** At that time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Bid document.

Bidders should visually inspect the sites where the services are to be performed. Bidders are advised to make a thorough inspection of the extent of work. Failure to visually inspect the sites shall be at bidder's risk.

After bid has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his

control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of work, and the equipment, materials and labor required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their proposal:

- A. Experience record, showing the bidder's training and experience in similar work.
- B. Reference list and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners/principals.
- C. Specify the number of employees available to perform the requirements of this contract, both workers and supervisors. The awarded contractor is required to have a sufficient number of employees to complete the work in the time specified under the Scope of Services section of this bid document.
- D. Specify list of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract.
- E. List any licenses, permits or certifications, etc. that you hold for performing this type of work.
- F. Provide Bidder's Qualification Form complete with Tax Receipt and W-9.
- G. Give notice that insurance requirements can be met. The insurance requirement designated in this bid indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance, such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the bid, the COI must be submitted within three business days of Town's request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the bid.

Failure to submit the above requested information may be cause for rejection of your bid.

4. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance and a sufficient delivery fleet to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

5. CERTIFICATION AND/OR LICENSES

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request. Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder

shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

6. ON SITE INSPECTION

An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

7. AS SPECIFIED

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

8. PERFORMANCE

The Town shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

9. STANDARDS OF PERFORMANCE

- A. The performance of all services by the Contractor under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- B. In performing all services under this Agreement, the Contractor will use that degree of care and skill ordinarily exercised for similar projects by licensed contractors who possess special expertise in the types of services involved under this Agreement.
- C. Any provisions in this Agreement pertaining to the Town's review, approval and/or acceptance of written materials prepared by the Contractor and/or its subcontractors in connection with this Agreement will not diminish the Contractor's responsibility for the materials.
- D. In performing all services under this Agreement, the Contractor will comply with all local, state and federal laws.

10. DELETION OR MODIFICATION OF SERVICES

The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.

11. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

12. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town. The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents

13. CONTRACTOR RESPONSIBILITY

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

14. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.. At no time shall the contractor allow their staff, equipment or vehicles to block the entrance or egress of emergency vehicles at the Town's public safety facilities.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. without approval from the Town of Palm Beach or designee.

No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded for services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations.

Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

17. SUBCONTRACTING

If the Contractor subcontracts any portion of the contract for any reason, the name and address of the subcontractor shall be included on the form contained herein with the extent of work to be performed. This information shall be submitted with bid response and approved by the Town. The Town reserves the right to reject a bid, of any bidder, if the bid names a subcontractor who has failed in the proper performance of a contract or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the Contractor, or the Contractor shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the Contractor to ensure that insurance and licenses required by this contract are in effect.



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

SCOPE OF SERVICES

2-1 PURPOSE AND INTENT

The Town of Palm Beach, Florida, (hereinafter known as "Town") is hereby requesting sealed bids from qualified bidders for the comprehensive HVAC & refrigeration - New & Replace, Service & Maintenance.

BACKGROUND

The Town of Palm Beach is on a barrier island between the Atlantic Ocean and Lake Worth that was incorporated in 1911. The Town is approximately 16 miles long and is comprised of approximately 8,500 full-time residents and 25,000 seasonal residents.

The Town of Palm Beach seeks a qualified contractor to provide services for HVAC & refrigeration - New & Replace, Service & Maintenance. The successful Proposer shall provide new, replacement, preventative, regular maintenance and emergency repairs for the Town of Palm Beach at sixteen (16) Town owned facilities and locations. The awarded proposer shall furnish all materials, supplies, equipment, expertise, labor, supervision, licensing, permits and the transportation necessary to perform in good workmanlike manner the services required by this RFP.

2-2 SCOPE OF WORK

The successful Proposer shall perform all services and work necessary to complete the following tasks and/or provide the following items:

HVAC - New, Replacement, Service and Maintenance services shall be provided at the following locations:

1. TOWN HALL
360 South County Road
Palm Beach, FL 33480
2. RECREATION CENTER – Currently under construction
340 Seaview Avenue
Palm Beach, FL 33480
3. SEAVIEW PARK TENNIS PRO SHOP
340 Seaview Avenue
Palm Beach, FL 33480
4. PHIPPS PARK TENNIS PRO SHOP
2201 South Ocean Blvd.
Palm Beach, FL 33480

5. PAR 3 GOLF COURSE MAINTENANCE BUILDING & OLD PRO SHOP
2345 South Ocean Blvd.
Palm Beach, FL 33480
6. PAR 3 GOLF COURSE NEW PRO SHOP
2345 South Ocean Blvd.
Palm Beach, FL 33480
7. POLICE FACILITY
345 South County Road
Palm Beach, FL 33480
8. NORTH FIRE STATION
300 North County Road
Palm Beach, FL 33480
9. CENTRAL FIRE STATION
355 South County Road
Palm Beach, FL 33480
10. SOUTH FIRE STATION
2185 South Ocean Blvd.
Palm Beach, FL 33480
11. PUBLIC WORKS FACILITY
951 Old Okeechobee Road
West Palm Beach, FL 33401
12. OLD PURCHASING BUILDING
627 Old Dixie Hwy.
West Palm Beach, FL 33401
13. S-2 PUMP STATION
9 Lake Trail
Palm Beach, FL 33480
14. A-7 PUMP STATION
500 South County Road
Palm Beach, FL 33480

2-4 DESIGNATED PERSONNEL

1. Required Work Task Force

The contractor shall provide competent supervisory personnel and trained employees required for the performance of services in accordance with the provisions of this RFP. Number of work force employees required to complete assigned duties will be left to the discretion of the Contractor, but must be adequate. The Town has the right to ask the contractor to remove employees whose conduct or workmanship is not satisfactory.

2. Employee Absenteeism and Vacations

Employee absenteeism or vacations shall in no way relieve the Contractor of the requirements of this contract. The contractor shall provide relief personnel and work overtime, as necessary, at no cost to the Town, to ensure that all work is performed as scheduled.

3. Supervision

The Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. Each Supervisor, to the satisfaction of the Contract Coordinator, shall be capable of verbal and written communication in the English language, and shall be able to effectively communicate with the service workers.

The Contract Coordinator may request the Contractor to remove any Supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The Supervisor shall conduct scheduled inspections of each site to ensure work has been completed satisfactorily. A written report shall be submitted detailing work performed in all of the site areas. The Contractor shall make sure that the Contract Coordinator is provided a copy of all such inspections, prior to the end of the workweek during which the inspections were conducted.

4. Employees

The Contractor will provide competent personnel to perform services in a satisfactory manner. Contractor shall not tolerate any misconduct on the part of its employees, while performing services on Town property, in connection with this RFP.

- A. Persons employed by the Contractor in the performance of services pursuant to this proposal shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town, as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the Town of Palm Beach, and shall be 18 years of age or older.
- B. All employees shall be physically able, capable, and qualified in this type of work and must have received training in the methods and use of materials in the performance of their work assignment. Written certification of this shall be provided.
- C. The Contractor shall provide each employee performing services under this contract with a freshly laundered uniform, with the Contractor's name printed on the shirt. Uniforms shall bear the Contractor's organization identification in **bold** print or script. This uniform shall be worn by the employee at all times during the performance of duties and work as prescribed herein. Any employee not properly uniformed may be requested to leave Town premises until the appropriate uniform is acquired.
- D. Contractor shall provide a picture identification card for each employee, granting that employee authorization to perform work as set forth herein.
- E. A contract employee list shall be created. Each employee with building access authority shall be listed and filed with the Town's representative prior to performing any work. The contract employee list shall be kept current by the Contractor as changes of employees occur. The Town's representative reserves the right to deny entrance to the building and to remove from the building, any employee of the Contractor for just cause.
- F. Only authorized contractor's employees are allowed on the premises of Town buildings for Air

Conditioning services purposes. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

- G. Due to the quantity and location of the numerous HVAC and refrigeration units, the Town would prefer that the contractor provide a technician with previous experience within the facility. Once a technician(s) has been identified and trained, this person is responsible for any subsequent training or orientation at the facility.

5. Employee Identification and Security

The Contractor shall take all measures necessary to comply, and to ensure employees of the Contractor comply, with security rules and regulations, of the Town, Federal, State and local rules, laws and regulations.

The Contractor shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee prior to the employee starting work. Contractor employees shall have a current Criminal Records check on each person employed under this contract. This Criminal Records check is to be performed by the Town of Palm Beach at no expense to the Contractor.

The selected contractor and their employees are subject to a national fingerprint based criminal background check and are required to complete security awareness training pursuant to the guidelines, established by FDLE, prior to conducting work onsite or remotely. Please refer to the Attachment C excerpt from CJIS Security Policy Appendix H Security Addendum.

Employees shall not use controlled substances (unless prescribed), or illegal substances, and shall not use alcohol on Town's premises. The Town provides its employees with a "Smoke-Free Workplace", and requires the Contractor and its employees to adhere to that provision as well.

The Town shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The Contractor shall furnish in writing such information, to the extent allowed by law, within 30 calendar days after receipt of written request from the Contract Coordinator.

The Contractor shall remove from service on the premises of the Town, any employee of the Contractor who, in the opinion of the Town, is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the Town. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the Contract Coordinator by telephone and in writing of such termination or transfer.

6. Conduct

The Town reserves the right to request the removal of any contractor's employee from Town buildings for reasonable cause. Such causes shall include, but are not limited to, the following:

- a. Wearing of inappropriate clothing and/or uniform.
- b. Engaging in loud, boisterous or non-workmanlike conduct.
- c. Unauthorized use, disposition and/or misappropriation of Town and/or personal properties.

- d. Engaging in unlawful and unauthorized acts.
- e. Misrepresentation of facts.
- f. Failure to meet acceptable standards of personal cleanliness and neatness, bearing or demeanor.
- g. Sexual harassment of employees, residents, or visitors, including inappropriate remarks, whistling, etc.

7. Deductions for Non-Performance of Services

In the event of non-performance of services by the Contractor, the Contract Coordinator shall have the right to exercise one of the following options:

1. Upon being notified of existence of a deficiency, the Contractor shall make the needed corrections within twenty-four (24) hours of notification.
If the Contractor is unable to make the necessary corrections within the specified time, the Contractor must notify the Contract Coordinator or his designee of justification for non-compliance. The Contract Coordinator or his designee will then provide the Contractor with disposition instructions.
2. Punitive actions that may be taken by the Town may include any one or more of the following actions:
 - a. Issue an order to stop payment for work accomplished under this contract until corrective action(s) have been taken.
 - b. Obtain required services from any other source and deduct full cost to Town from amount due Contractor.
 - c. Initiate termination actions as provided in the Contract.

8. Written Estimate of Labor and Materials Required Prior to Commencing Work

The Contractor shall submit a written estimate of the time and materials anticipated to be incurred in the performance of the additional requested work to the Contract Coordinator or his designee, and obtain written authorization and approval prior to commencing work. There shall be no additional charges for travel time to the facility where the service is to be performed.

9. Call-Back/ Follow-up- Work

The Contractor shall try to complete all work during the service call so as to prevent follow-up work. Call-back to correct recent work shall not be charged to the Town if, in the sole determination of the Town, such call back is a result of improper repairs or installation of substandard parts.

10. Emergency Services

The Contractor, may, at times, be called upon to perform repairs at other than normal work hours (8 a.m. to 5 p.m. – Monday through Friday). The Contractor shall be available for emergency services within two (2) hours on a twenty four (24) hour basis, seven (7) days per week, 365 days per year. The Contractor shall provide the Town with phone numbers, pager numbers and names of persons to be contacted for repair services outside normal work hours (8 a.m. to 5 p.m.-Monday through Friday).

The successful proposer will be responsible to provide a Licensed Journeyman Technician on site within two (2) hours of notification by the Town for emergency service ONLY. The service technician will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements

11. Shop Repairs

All repair work shall be performed at the various sites whenever possible. However, should the nature of repairs make it necessary to remove Town-owned equipment to the Contractor's shop for repairs, the Contractor shall, prior to removal, contact the Facilities Maintenance Division Manager or his designee and inform them what repairs are required and obtain approval for removal of said equipment. If any unit is to be out of service for any period of time, the Contractor shall disconnect the unit's utility connection and attach a tag stating that the unit is out of order and not to be operated. Transportation charges to and from the Contractor's shop shall be the sole responsibility of the Contractor. The Contractor shall be responsible for loss of, or damage to, any equipment while it is in the possession of the Contractor or in transit to and from Contractor's shop for repairs and service.

12. Parts and Materials

Payments for parts, material and equipment will be paid based on a "Cost Plus" price. A copy of the Contractor's invoice from his supplier for such parts and materials shall be submitted with the Contractor's invoice for payment.

Invoices for parts, materials, and labor shall indicate a description of the location at which the work was performed.

13. Parts Warranty

Only manufacturer's authorized parts or approved equal shall be used in the repair of units. All replacement parts shall be NEW parts. Whenever parts are to be replaced, the Contractor shall ensure that all warranty conditions are maintained. Parts shall be warranted and the Contractor shall maintain a record of all warranted parts. The record of warranted parts shall be made available for review by the Facilities Maintenance Division Manager or his designee.

14. Work Tickets

The Contractor shall prepare a work ticket in duplicate for each service call request. The original copy of the work ticket order shall be delivered to the Facilities Maintenance Division Manager Contract Coordinator or his designee within one (1) week after completion of the service call. The Contractor shall retain the duplicate work ticket for his record. The work ticket shall include the following minimum information:

- a. Name of contractor
- b. Date of service
- c. Make and model, serial number of equipment, if applicable
- d. Location of equipment
- e. Description of services performed
- f. List of parts replaced, if applicable
- g. Signature of service representative
- h. Signature of department representative receiving the service

2-5 SUBCONSULTANTS

The Town encourages the use of sub-consultants in various fields of expertise and experience in order to establish the team(s) with the most comprehensive resources to provide all of the services discussed herein. All proposed sub-consultants shall be included in the submittal and their qualifications and

utilization presented in detail. The Town reserves the right to approve all sub-consultants hired by the Consultant and/or to require the Consultant to dismiss a sub-consultant, upon request.

REFRIGERATION PREVENTATIVE MAINTENANCE

Requirements for preventative maintenance are as follows but not necessarily limited to the following:

I. AIR CONDITIONING EQUIPMENT

MAINTENANCE SERVICE

- A. Pans and drains will be treated for algae
- B. Air handlers will be treated for mold
- C. Supply and Change all air filters including pleated filters, and H filters as needed
- D. Inspect, adjust and calibrate operating controls
- E. Thoroughly flush outdoor Condenser Coils with water. A hose bib will be located within 100' of all units.
- F. Take operation readings
- G. Check for proper refrigerant charge and pumping capacity of compressors
- H. Visually inspect for refrigerant leaks
- I. Take voltage and amperage readings
- J. Record and report unbalance when evident
- K. Check mechanical action of contactor and condition of contact points
- L. Check electrical connection
- M. Inspect operation of intake and exhaust air ventilation equipment.

SEMI-ANNUAL SERVICE

- A. Check for moisture content of the system
- B. Grease oil lubricate bearings as needed during routine inspection
- C. Inspect and adjust safety controls

ANNUAL SERVICE

- A. Meg compressor winding
- B. Check wire insulation for possible break down

II. CHILLER

MONTHLY SERVICE

- A. Inspect, adjust and calibrate operating controls
- B. Test and calibrate safety controls
- C. Take operational readings
- D. Check for proper refrigerant and pumping capacity
- E. Visually inspect for refrigerant leaks
- F. Take voltage and amperage readings, record and report unbalance when evident
- G. Check mechanical action of contactor and condition of contact points
- H. Check electrical connections

ANNUAL SERVICE

- A. Meg compressor windings and check insulation for possible breakdowns
- B. Perform oil analysis for compressor, report to Town

III. COOLING TOWERS

MONTHLY MAINTENANCE SERVICE

- A. Town sump will be treated for algae
- B. Check water level of tower and adjust float valve as needed
- C. Inspect, adjust and calibrate operating controls
- D. Test chemical level, record all readings
- E. Check for proper pumping capacity of chemical pump
- F. Visually inspect for rust and corrosion
- G. Check mechanical action of chemical pump and condition of contact points of cycle timer
- H. Check electrical connections
- I. Test and adjust bleed rate
- J. Check and adjust belts, replace as needed
- K. 'Hogs hair' or other filtration media shall be attached to the tower screening to assist in the amount of debris allowed into the basins. This shall be replaced on a bi-monthly basis.

SEMI ANNUAL SERVICE

- A. Drain and clean cooling tower
- B. Remove and clean strainers

IV. DUCT CLEANING

ONCE EVERY THREE YEARS SERVICE – (Service shall be required upon request)

- A. Vendor must use truck mounted proprietary vacuum that moves 10,000 cubic feet per minute of air which passes through large heap filters
- B. All technicians are to be trained by NADCA (National Air Duct Cleaners Association) certified instructors
- C. The system is to be sanitized with micro-biocide substances that are EPA approved specifically designed for air conditioning systems
- D. Dryer vents shall be cleaned if present.

V. REFRIGERATION EQUIPMENT MAINTENICE

COMMERICAL ICE MACHINES

- A. Quarterly-Treat and clean drain lines
- B. Quarterly-Inspect, adjust and calibrate operating controls
- C. Quarterly - Visually inspect for rust and corrosion
- D. Quarterly - filter replacements
- E. Semi-annually- Clean and Sanitize evaporator
- F. Semi-annually- Clean Condenser Coil
- G. Semi-annually- Cleaning and sanitizing of ice bin

COMMERICAL REFRIGERATORS & FREEZERS

- A. Quarterly-Inspect door gasket and sealing surfaces
- B. Quarterly-Check all fans and compressor operation
- C. Quarterly - Clean and check condenser pan

- D. Quarterly - Check for error codes (if applicable) & Inspect, adjust and calibrate operating controls, replace interior lamp as needed.
- E. Quarterly - Check lights, fans, switches
- F. Quarterly - Visually inspect for rust and corrosion
- G. Semi-annually- Clean/degrease condenser coil (s), fans
- H. Semi-annually - Check refrigerant levels and refill as needed

VI. UNIT REPLACEMENT

In case that a need will arise for immediate replacement of any units, the Town will request three competitive quotations be obtained by the maintenance contractor for any subcontracted services and material orders prior to the execution of the work. The cost of replacement should include markup and labor. Contractor shall provide all necessary material, tools and equipment to do the replacement.

The Town may elect to procure the services of other contractors on an as needed basis during the term of the agreement to address unforeseen items that may arise during the course of the maintenance period at the Town's sole discretion

LIST OF AIR CONDITIONING EQUIPMENT CURRENTLY OWNED BY THE TOWN BY LOCATION

1. TOWN HALL

Unit #	Location	Make	Age	Model	Serial Number
AHU#1	1st Fl Closet 116	Trane	2007	4TEE3FG5B1000AA	94240KFAV
CU#1	Roof	Trane	2009	4TK4060C1000AA	9393JTB2F
AHU#2	1st Fl Closet 116	Trane	2009	4TTX5030A1000AA	9412WAC5F
CU#2A	Roof North	Trane	2009	4TTX5030A1000AA	9412U8C5F
AHU#3	1st Fl Closet 140	Trane	2008	4TEE3F49B1000AA	8432M792V
CU#3	Roof	Trane	2009	4TTR4048C1000AA	9034URB2F
AHU#4	N/A	Trane	2008	4TEE3F65B1000AA	84258P32V
CU#4	Roof	Trane	2008	4TTR4060B1000Aa	8254UFK2F
AHU#5	1st Fl Closet 143	Trane	2008	4TEE3F65B1000AA	81728LM2V
CU#5	Roof	Trane	2009	4HR4060C1000AA	9081T352F
AHU#6	1st Fl Mech Rm (143)	Trane	2008	4TEE3F65B1000AA	8234Y92V
CU#6	Roof	Trane	2009	4TTR4060C1000AA	9021XK32F
AHU#7	3rd Fl Middle Closet	Trane	2010	TWE090D100AA	10113RPTBD
CU#7	Roof South	Trane	2010	TTA090D300AA	1016JUSAD
AHU#8	3rd Fl South Closet	Trane	2010	TWE090D100AA	10103NKKBD
CU#8	3rd Fl South Closet	Trane	2010	TTA090D300AA	10124J6BAD
AHU#9	2nd Fl Double Closet	Trane	2008	4TEE3F62B1000AA	9023LPJ2V
CU#9(A)	Roof North	Trane	2008	4TTX5030A1000AA	83334TM2F
CU#9(AB)	Roof North	Trane	2008	4TTX5030A1000AA	8374L4S2F
AHU#10	N/A	Trane	2008	4TEE3F49B1000AA	8212LEU2V
CU#10	Roof	Trane	2008	4HR4060C1000AA	8295R7A2F
AHU#11	3rd Fl Mech Rm. South	Trane	2008	4TEE3F65B1000AA	8095S902V
Cu#11	Roof South	Trane	2008	4TTR4060B1000AA	82734B92F

Unit #	Location	Make	Age	Model	Serial Number
AHU#12	3rd Fl IT Room Closet N	Trane	2008	4TEE3F31B1000AA	8451H981V
CU#12	Roof South	Trane	2008	4TTR403011000AA	8442WJB5F
AHU#13	3rd Fl Mech Room South	Sanyo	2010	C1271	0017801
CU#13	Roof Center	Sanyo	2010	KS1271	0150992
AHU#	2nd Fl Chambers	Mitsubishi	2008	N/A	90000104
CU #	Roof South	Mitsubishi	2008	MUY-D36NA	800165IT
AHU #	3rd Fl IT Room South	Mitsubishi	N/A	MUY-D36NA	0000411
CU #	Roof South	Mitsubishi	N/A	MSY-036NA	0017801
RTU#1	Roof South	Trane	2014	TD180F3RNA0300D5 0006800A0000000000	140710488D
RTU#2	Roof South	Trane	2009	THC060E3READHB0	9421017481
Dehumidifier	1st Fl	Ultra Aire	N/A	XT150H	K097412

2. RECREATION CENTER – To be added once construction has been completed

Unit #	Location	Make	Age	Model	Serial Number
TBD					
TBD					

3. SEAVIEW PARK TENNIS PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	Lobby Ceiling	Trane	2014	24HX5-240	X05B621984
ACCU # 1	North of Bldg	Trane	2014	4TTB3024H1000AA	14286J9G3F

4. PHIPPS PARK TENNIS PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	Inside Closet	Trane	2014	GAM5B30M21SBA	14453T0FBV
ACCU # 1	East of Bldg	Tane	2014	4TTB3030G1000AA	14084PD7AF

5. PAR 3 MAINTENANCE BUILDING & OLD PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
PTAC# 1	Maint. Breakroom	Gree	N/A	ETAC-12HC230V30A-A	0213GP01372
PTAC# 2	Maint. Office	Freidrich	N/A	PDE07K3SG-A	AFGP00060
AHU # 3	Sprinkler Pump Station	York	2016	AP24BX21B	W1E6611998
ACCU# 3	Sprinkler Pump Station	York	2016	YCE24B21HA	W1D5642793

6. PAR 3 GOLF COURSE NEW PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	1st Fl Pro Shop N Closet	Trane	2013	TAM7A0C36H31SCB	13211YYP2V

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	Rear of Building	Trane	2013	4TTR3036E1000AB	13453PFA3F
AHU # 2	1st Fl Pro Shop S Closet	Trane	2013	TAM7A0C36H31SCB	13211YYP2V
ACCU # 2	Rear of Building	Trane	2013	4TTR3048D1000AB	13411SG83F
AHU # 3	2nd Fl Kitchen Attic	Trane	2013	TAM7A0C48H41SBA	13161P602V
ACCU # 3	Rear of Building	Trane	2018	TEM6A0D60H51	18102S813V
AHU # 4	2nd Fl Kitchen Attic	Trane	2018	4TTR4060L	1824444M4F
ACCU # 4	Rear of Building	Trane	2018	TEM6A0D60H51	17303CX33V
AHU # 5	2nd Fl Kitchen Attic	Trane	2018	4TTR4060L	182444XN4F
ACCU # 5	Rear of Building	Trane	2018	4TTR4060L	182444384F
AHU # 6	Storage Bldg West	Trane	2018	TEM6A0D60H51	180553TR3V
ACCU # 6	Storage Bldg West	Trane	2012	4TTB3036D1000AA	11820425F

7. POLICE FACILITY

Unit #	Location	Make	Age	Model	Serial Number
Cooling Tower	Roof	Amcot	2016	ST-80	N/A
Tower Pump Motor	Basement Closet North	N/A	2016	N/A	N/A
Tower Pump Motor	Basement Closet North	N/A	2016	N/A	N/A
Heat Pump HP-1A	Basement Closet North	Bosch	2016	EP007-1VTC-PRTPDB	2940-655-000001-7735050106
Heat Pump HP-1	Basement Closet North	Bosch	2016	ES035-31C-F1TATA	2940-655-000001-7735050103
Dehumidifier	Basement Closet South	Ultra Aire	2016	4022200	C0652712
Heat Pump HP-2	Basement Closet South	Bosch	2016	EC120-3VTC-FFTBDA	2940-655-000001-7735050107
Heat Pump HP-	1st Floor Closet South	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000002-773550110
Heat Pump HP-8	1st Floor Closet South	Bosch	2016	ES049-3VTC-FLTATA	2940655--000002-773550109
N/A	1st Floor Closet South	Thermastor	2015	N/A	F1644375
Heat Pump HP- 3	1st Floor Closet North	Bosch	2016	ES035-3UTC-F1TATA	2940-655-000004-773505008
Heat Pump HP-	1st Floor Closet North	Bosch	2016	ES035-3UTC-F1TATA	2940-655-000001-7735050103
N/A	1st Floor Closet North	Thermastor	2015	N/A	F1644376
Conference Room		Bosch	2016	ES025-1VTC-FLTATA-XF6	2940-655-000001-7735005104
Heat Pump HP-10	South Outside Closet	Bosch	2016	ES049-3VTC-FLTATA	2940-655-000001-7735050105

Unit #	Location	Make	Age	Model	Serial Number
Heat Pump HP-6	2nd FL N.Closet (211)	Bosch	2016	ES061-3UTC-FRTATA	2940-655-000001-7735050110
Heat Pump HP-	2nd FL- Closet North (237)	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000001-7735040868
Heat Pump HP-11	2nd FL Closet North (238)	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000001-7735040865
Heat Pump HP-5	2nd Floor Middle Closet	Bosch	2016	ES049-6VTC-FLTATA	2940-655-000001-7735050109
AHU	1st Floor	Liebert		PFH020APL3	PFH020APL3
CU	Roof	Liebert	2002	PFC020APL3	0243N70152

8. NORTH FIRE STATION

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	North	TRANE	2011	4TTB4048E1000AB	11193W8H2F
AHU # 1	2nd Floor Closet North	TRANE	2011	4TEC3F48B1000AA	112625JB1V
ACCU # 2	North	TRANE	2010	4TTR3060D1000AA	10113SSW5F
AHU # 2	1st Floor Rear Closet	TRANE	2010	4TEC3F60B1000AA	10364JY71V
ACCU # 3	North	TRANE	2011	4TTB3060D1000AA	11164U3SF5
AHU # 3	2nd Floor Closet North	TRANE	2011	4TEC3F60B1000AA	11344SCM1V
ACCU # 4	North	TRANE	2010	4TTR3060D1000AA	10234Y245F
AHU # 4	3rd Floor Closet South	TRANE	2010	4TEC3F60B1000AA	10364JY81V
Dehumidifier	2nd Floor Closet South	COMFORT AIR	2006	BHD651B	607JA000262
Mini Split CU	Roof	CARRIER	2017	38MGRQ24C-301	0917V10862
Mini Split AHU	3rd FI Chiefs Office Wall	CARRIER	2015	40MAQB18B321	1517V21062
Mini Split AHU	2nd FI Ems Training Rm	CARRIER	2017	40MAQB18B321	3717V10054
Mini Split AHU	Gym 1st FI South	MITSUBISHI	2017	MSZ-HM18NA-U1	7002039T
Mini Split AHU	Gym 1st FI North	MITSUBISHI	2017	MSZ-HM18NA-U1	7000534T
Mini Split CU	Gym 1st FI South	MITSUBISHI	2017	MUZ-HM18NA-U1	7XC02481
Mini Split CU	Gym 1st FI North	MITSUBISHI	2017	MUZ-HM18NA-U1	79C02008

9. CENTRAL FIRE STATION

Unit #	Location	Make	Age	Model	Serial Number
CU # 1	Roof	Trane	2003	2TTR2060B1000AA	33752X02F
AHU # 1	2nd FI Mech Rm 209	Trane	2003	TWE060C15FD0	3392NEPIV
AHU # 2	2nd FI Mech RM 209	Trane	2014	TWE120E300AB	14282N77BA
CU #2	Roof	Trane	2014	TTA120E300AA	1426524AYA
AHU # 3	3rd FI Mech Rm 308	Trane	2016	TEM4AOC48S41SAA	16052JDO2V

Unit #	Location	Make	Age	Model	Serial Number
C U # 3	Roof	Trane	2016	4TTR4048L1000AA	16052M2U3F
AHU # 4	3rd FI MECH RM 308	Trane	2016	TEM4AOC36S41SAA	16052BKU2V
CU # 4	Roof	Trane	2016	4TTR4036L1000AA	16034PYU3F
AHU # 5	3rd FI MECH RM 308	Trane	2015	TWE090D300AB	15345T9NBA
CU # 5	Roof	Trane	2016	TTA090G300AA	16025MJMYA
CU # 6	Roof	Mitsubishi		MUYGE24NA	1000221T
AHU # 6	3r FI IT Room 313	Mitsubishi		MSYGE224NA	001330
PATC # 7	1st FI Mechanics Office Wall	Friedrich	Jul-05	AHAP00039	63229954205

10. PUBLIC WORKS - 951 OLD OKEECHOBEE RD.

Unit #	Location	Make	Age	Model	Serial Number
AHU	Office Ceiling	FHP	N/A	EM060-1AHX	PH120411
CU # 2	Office Ceiling	FHP	N/A	EM060-1CSC	RJ127815
CU # 1	N/A	Bosch	2015	LV060-1CSC-FXXXXA GXXXXXXXXXXXXXXXXXSBA	2940-558-00000- 7735036065
CU # 3	N/A	Bosch	2015	SV036-1CSC- FXXXXAXAGXXXXXXXXXSBA	2940-517-000001- 7735028935
CU #	South West Corner	Carrier	2014	38AUZA07A0B5A0A0A0	5114C90549
PTAC	Sales Rep	GE	2015	AZ41E12DABW2	GF370228
Heat Pump	Purchasing Ceiling	FHP	2014	EM048-1HZC	LH014264
Mini Split AHU	WRT Office Wall	Mitsubishi	2011	QSVS1-18A	4A07510000318
Mini Split CU	WRT Outside Wall	Mitsubishi	2011	QSV50-18A	N/A
Package	Storage Parts	Ruud	2013	RSNL-B024JK000	W381302929
AHU	Office Ceiling	Bosch	2015	LV060-1AHX-XLETDA- XATXXXXX5XXXX1XXXXSBA	2940-558-000001- 7735039642
AHU	Office Ceiling	Bosch	2015	SV036-1AHX-XRETUA- XATXXXXX5XXXX1XXXXSBA	2940-517-000001- 7735029287
PTAC	Maint. Office Wall	Ammana	N/A	PTC123G35AXXXBA	1601053604
AHU	Engineering Office Ceiling	Carrier	2014	40RUAA07A2A6A0A0A0	1014U07887
AHU	Hall Ceiling Outside Nurses Office	Trane	2017	TEM4A0B18821SAA	17254CNB3B
CU #	Outside Nurses Office	Trane	2017	4TTR4018L1000AB	172225RCAF
AHU # 7	Electrical Room Ceiling	Bosch	N/A	LV036-1AHX-XLETUA- XATMXXXXX7XXXX1XXXXS BA	2940-760-000001- 7735061436

Unit #	Location	Make	Age	Model	Serial Number
CU # 4	Meeting Room Ceiling	Bosch	N/A	LV048-1CSC-FXXXXA-XAGXXXXXXXXXXXXXXXXXS BA	2940-760-000001-7735036153
CU # 7	Electrical Room Ceiling	Bosch	N/A	LV036-1CSC-FXXXXA-XAGXXXXXXXXXXXXXXXXXS BA	2940-760-000001-7735029547
AHU	Parks, Sanitation, Trash office	Trane	2014	GAM5B0A24M21SBA	14432KX3BV
CU #	Sanitation Room Exterior Wall	Trane	2014	4TTB3024H1000AA	14286J3K3F
Cooling Tower	Whole Building	Marley	N/A	N/A	86585-B24498M-3831-95
Cooling Tower Pump Motor	Cooling Tower	Baldor	N/A	SPEC-36G095-0115G1	F1502090479
AHU # 4	Conference Room	Bosch	N/A	LV048-1AHX-XRETUA-XATMXXXXX7XXXX1XXXXS BA	2940-760-000001-7735061437

11. OLD PURCHASING BUILDING

Unit #	Area Served	Make	Age	Model	Serial Number
AHU # 1	Storage	Trane	2014	GAM5BA18M115BA	14145LGEBV
CU # 1	Storage	Trane	2014	4TTB6018A1000AA	141360F25F
Package	Storage	Bard	N/A	N/A	309K143154028-02
Wall Unit 1	Storage	Friedrich	N/A	CP24G30	ABDK00448
Wall Unit 2	Storage	Friedrich	N/A	N/A	N/A

12. S-2 PUMP STATION

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	North East	TRANE	2008	4TTB4048E1000AB	11193W8H2F
AHU. # 1	Office Ceiling	TRANE	2008	4TEC3F48B1000AA	112625JB1V
Package #2	South	Marvaire	N/A	AVPA36ACD000NU-A2-100	JB-F130280-0-1

13. A-7 PUMP STATION

Unit #	Area Served	Make	Age	Model	Serial Number
Unit # 1	Lift Station Control	Pfannenber	N/A	P/N-13383536158	S13290825549

LIST OF COMMERCIAL ICE MACHINE EQUIPMENT CURRENTLY OWNED BY THE TOWN

Vendor shall have working knowledge of trouble shooting, maintaining, and repairing the following types of commercial equipment but not limited to: Manitowoc, Ice O Matic Hoshizaki, Arctic Air, Scotsman, etc.

Location	Make	Age	Model	Serial Number
Public Works #1	MANITOWOC		B970	1101286852
Public Works #2	MANITOWOC		S970	040820211
North Fire - Bay	ICE-O-MATIC		B55PSA	6091280012829
Central Fire - Bay	ICE-O-MATIC		B55PSA	05021280010080
Central Fire - Kitchen	ICE-O-MATIC		ICEU0704	12031280013261
South Fire - Bay	ICE-O-MATIC		B55PSA	06031280013433
South Fire - Kitchen	ICE-O-MATIC		ICEU070A	12031280013265
Police Station	MANITOWOC		K570	420201781

LIST OF COMMERCIAL REFRIGERATORS AND FREEZERS CURRENTLY OWNED BY THE TOWN

Vendor shall have working knowledge of trouble shooting, maintaining, and repairing the following types of equipment and cooling towers but not limited to: Everest, Sub-Zero, Arctic Air, Turbo Air, Avantco, etc.

Location	Make	Age	Model	Serial Number
Public Works				
Refrigerator	EVEREST		ESQR2	BSWR206010007
Freezer	EVEREST		ESF1	BSF105120045
Location	Make	Age	Model	Serial Number
S-1 Pump Station				
Refrigerator	EVEREST		ESQR2	BSWR203010005
Freezer	EVEREST		ESF1	BSF105120034
North Fire				
Refrigerator	EVEREST		ESQR2	BSWR214090003
Freezer	EVEREST		ESF1	BSF114060041
Central Fire				
Refrigerator	EVEREST		ESQR2	BSWR217030052
Freezer	EVEREST		ESF1	BSF117070040
South Fire				
Refrigerator	EVEREST		ESQR2	BSWR215090007
Freezer	EVEREST		ESF1	BSF116050022



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Preventative Maintenance Service HVAC

Item	Location	Qty	Unit	Per Month	Cost
1	Town Hall	6	Month	\$	\$
2	Recreation Center	6	Month	\$	\$
3	Seaview Park Tennis Pro Shop	6	Month	\$	\$
4	Phipps Park Tennis Pro Shop	6	Month	\$	\$
5	Par 3 Maintenance Building	6	Month	\$	\$
6	Par 3 Golf Course Existing Pro	6	Month	\$	\$
7	Par 3 Golf Course New Pro Shop	6	Month	\$	\$
8	Midtown Lifeguard Station	6	Month	\$	\$
9	Police Facility	6	Month	\$	\$
10	North Fire Station	6	Month	\$	\$
11	Central Fire Station	6	Month	\$	\$
12	South Fire Station	6	Month	\$	\$
13	Public Works Facility	6	Month	\$	\$
14	Old Purchasing Building	6	Month	\$	\$
15	S-2 Pump Station	6	Month	\$	\$
16	A-7 Pump Station	6	Month	\$	\$
ANNUAL TOTAL					\$

Company Name: _____ Authorized Signature: _____

*****Prices listed above will be Basis of Award*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Refrigeration Equipment Maintenance - Commercial Refrigerators and Freezers

Location/Item	Qty	Unit	Per Month	Cost
Public Works				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
S-1 Pump Station				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
North Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
Central Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
South Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
TOTAL				

Company Name: _____ Authorized Signature: _____

*****Prices listed above will be Basis of Award*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Refrigeration Equipment Maintenance - Commercial Ice Machines

Item	Location	Qty	Unit	Per Month	Cost
1	Public Works #1	4	Qtr.	\$	\$
1a	Public Works #1	2	Year	\$	\$
2	Public Works #2	4	Qtr.	\$	\$
2a	Public Works #2	2	Year	\$	\$
3	North Fire - Bay	4	Qtr.	\$	\$
3a	North Fire - Bay	2	Year	\$	\$
4	Central Fire - Bay	4	Qtr.	\$	\$
4a	Central Fire - Bay	2	Year	\$	\$
5	Central Fire - Kitchen	4	Qtr.	\$	\$
5a	Central Fire - Kitchen	2	Year	\$	\$
6	South Fire - Bay	4	Qtr.	\$	\$
6a	South Fire - Bay	2	Year	\$	\$
7	South Fire - Kitchen	4	Qtr.	\$	\$
7a	South Fire - Kitchen	2	Year	\$	\$
8	Police Station	4	Qtr.	\$	\$
TOTAL					\$

Company Name: _____ Authorized Signature: _____

******Prices listed above will be Basis of Award******

BASIS OF AWARD TOTALS

Preventative Maintenance Service HVAC SUBTOTAL	
Preventative Maintenance Service Ice Machines SUBTOTAL	
Preventative Maintenance Refrigeration Equipment SUBTOTAL	
TOTAL	



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE-ALTERNATE PRICES

Preventative Maintenance Service HVAC-Alternate Prices

Item	Location	Qty	Unit	Per Month	Cost
1	Town Hall	12	Month	\$	\$
2	Recreation Center	12	Month	\$	\$
3	Seaview Park Tennis Pro Shop	12	Month	\$	\$
4	Phipps Park Tennis Pro Shop	12	Month	\$	\$
5	Par 3 Maintenance Building	12	Month	\$	\$
6	Par 3 Golf Course Existing Pro Shop	12	Month	\$	\$
7	Par 3 Golf Course New Pro Shop	12	Month	\$	\$
8	Midtown Lifeguard Station	12	Month	\$	\$
9	Police Facility	12	Month	\$	\$
10	North Fire Station	12	Month	\$	\$
11	Central Fire Station	12	Month	\$	\$
12	South Fire Station	12	Month	\$	\$
13	Public Works Facility	12	Month	\$	\$
14	Old Purchasing Building	12	Month	\$	\$
15	S-2 Pump Station	12	Month	\$	\$
16	A-7 Pump Station	12	Month	\$	\$
ANNUAL TOTAL					\$

Company Name:_____ Authorized Signature:_____

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Preventative Maintenance Service HVAC-Alternate Prices

Item	Location	Qty	Unit	Per	Cost
1	Town Hall	1	Each	\$	\$
2	Recreation Center	1	Each	\$	\$
3	Seaview Park Tennis Pro Shop	1	Each	\$	\$
4	Phipps Park Tennis Pro Shop	1	Each	\$	\$
5	Par 3 Maintenance Building	1	Each	\$	\$
6	Par 3 Golf Course Existing Pro Shop	1	Each	\$	\$
7	Par 3 Golf Course New Pro Shop	1	Each	\$	\$
8	Midtown Lifeguard Station	1	Each	\$	\$
9	Police Facility	1	Each	\$	\$
10	North Fire Station	1	Each	\$	\$
11	Central Fire Station	1	Each	\$	\$
12	South Fire Station	1	Each	\$	\$
13	Public Works Facility	1	Each	\$	\$
14	Old Purchasing Building	1	Each	\$	\$
15	S-2 Pump Station	1	Each	\$	\$
16	A-7 Pump Station	1	Each	\$	\$
ANNUAL TOTAL					\$

Company Name: _____ Authorized Signature: _____

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Duct Cleaning Schedule- Alternate Prices

Item	Location	Qty	Cost
1	Town Hall	1	
2	Police Facility	1	
3	Public Works	1	
4	Central Fire Station I	1	
5	North Fire Station II	1	
6	South Fire	1	
7	Recreation	1	
TOTAL			

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services****

ALTERNATE PRICE TOTALS	
Preventative Maintenance Service HVAC 1 EACH SUBTOTAL	
Preventative Maintenance Service MONTHLY HVAC SUBTOTAL	
Duct Cleaning SUBTOTAL	
TOTAL	

Labor Rates

Item	Personnel Title	Unit	Standard Hourly Rate	Premium Hourly Rate
1	Journeyman (Licensed)	Hour		
2	Apprentice	Hour		
3	Helper	Hour		

Materials, Supplies & Equipment

Provide markup from suppliers cost. Copy of invoice from supplier must be provided.

COST PLUS MARKUP _____ %

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

BIDDER INFORMATION AND CERTIFICATION	
The undersigned proposer certifies that this Bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this Bid.	
COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
EMAIL:	
TELEPHONE / FAX	TEL: FAX:
FEDERAL ID#	
AUTHORIZED SIGNATURE	DATE:

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

- ***All bids shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.***
- ***All blanks on the forms must be completed.***
- ***Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed.***
- ***Supplemental information may be attached.***

BIDDERS CHECKLIST

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	Yes	No
Is Bidder's Qualification form completed and submitted?	Yes	No
Qualification of bidders (item 3 under Special Terms and Conditions)	Yes	No
Staffing levels been explained (No. of employees available)?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Certifications/Licenses provided?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Has insurance requirements been acknowledged?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Name of Vendor's Representative: _____

Address: _____

Phone Number: _____ Fax Number: _____

E Mail Address: _____



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BIDDER'S QUALIFICATION

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

1. Legal Name and Address:

Name: _____

Address: _____

Email: _____

City, State, Zip: _____ Phone/Fax: _____

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

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

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

5. Name and HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT of Principal Officers
Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Name _____ Percentage of Interest: _____

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

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

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



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (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 statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT/Position with Company/Vendor)
(Name of Company/Vendor)

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

Date

Signature



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

LIST OF PROPOSED SUBCONTRACTORS

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

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

Signature and Date _____
HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT/Company _____



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

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

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

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

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

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

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

TOWN OF PALM BEACH
Bid No. 2018-54
HVAC Maintenance & Replacement
TABULATION

Vendor: Address: Telephone: Fax: Contact:				ADVANCED ROOFING		COOL BREEZE		Florida Mechanical		PRECISION		HVAC		JOHN C CASSIDY	
Line	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Preventative Maintenance Service HVAC															
1	Town Hall	6	Month	\$ 832.00	\$ 4,992.00	\$ 1,120.00	\$ 6,720.00	\$ 1,136.00	\$ 6,816.00	\$ 1,200.00	\$ 7,200.00	\$ 780.00	\$ 4,680.00	\$ 540.00	\$ 3,240.00
2	Seaview Park Tennis Pro Shop	6	Month	\$ 125.00	\$ 750.00	\$ 104.00	\$ 624.00	\$ 176.00	\$ 1,056.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
3	Phipps Park Tennis Pro Shop	6	Month	\$ 125.00	\$ 750.00	\$ 104.00	\$ 624.00	\$ 176.00	\$ 1,056.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
4	Par 3 Maintenance Building	6	Month	\$ 125.00	\$ 750.00	\$ 104.00	\$ 624.00	\$ 270.00	\$ 1,620.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
5	Par 3 Golf Course Old Pro Shop	6	Month	\$ 125.00	\$ 750.00	\$ 104.00	\$ 624.00	\$ 176.00	\$ 1,056.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
6	Par 3 Golf Course New Pro Shop	6	Month	\$ 276.00	\$ 1,656.00	\$ 396.00	\$ 2,376.00	\$ 328.00	\$ 1,968.00	\$ 360.00	\$ 2,160.00	\$ 385.00	\$ 2,310.00	\$ 350.00	\$ 2,100.00
7	Police Facility	6	Month	\$ 798.00	\$ 4,788.00	\$ 1,088.00	\$ 6,528.00	\$ 1,418.00	\$ 8,508.00	\$ 980.00	\$ 5,880.00	\$ 1,559.00	\$ 9,354.00	\$ 660.00	\$ 3,960.00
8	North Fire Station	6	Month	\$ 455.00	\$ 2,730.00	\$ 484.00	\$ 2,904.00	\$ 352.00	\$ 2,112.00	\$ 480.00	\$ 2,880.00	\$ 420.00	\$ 2,520.00	\$ 350.00	\$ 2,100.00
9	Central Fire Station	6	Month	\$ 415.00	\$ 2,490.00	\$ 458.00	\$ 2,748.00	\$ 404.00	\$ 2,424.00	\$ 480.00	\$ 2,880.00	\$ 410.00	\$ 2,460.00	\$ 350.00	\$ 2,100.00
10	South Fire Station	6	Month	\$ 950.00	\$ 5,700.00	\$ 1,064.00	\$ 6,384.00	\$ 1,650.00	\$ 9,900.00	\$ 680.00	\$ 4,080.00	\$ 770.00	\$ 4,620.00	\$ 470.00	\$ 2,820.00
11	Public Works Facility	6	Month	\$ 1,150.00	\$ 6,900.00	\$ 1,250.00	\$ 7,500.00	\$ 1,336.00	\$ 8,016.00	\$ 980.00	\$ 5,880.00	\$ 2,007.00	\$ 12,042.00	\$ 660.00	\$ 3,960.00
12	Old Purchasing Building	6	Month	\$ 125.00	\$ 750.00	\$ 224.00	\$ 1,344.00	\$ 178.00	\$ 1,068.00	\$ 150.00	\$ 900.00	\$ 125.00	\$ 750.00	\$ 90.00	\$ 540.00
13	S-2 Pump Station	6	Month	\$ 125.00	\$ 750.00	\$ 174.00	\$ 1,044.00	\$ 178.00	\$ 1,068.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
14	A-7 Pump Station	6	Month	\$ 125.00	\$ 750.00	\$ 114.00	\$ 684.00	\$ 178.00	\$ 1,068.00	\$ 150.00	\$ 900.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00
Preventative Maintenance Service-HVAC-Total				\$ 34,506.00		\$ 40,728.00		\$ 47,736.00		\$ 37,260.00		\$ 41,976.00		\$ 24,060.00	

TOWN OF PALM BEACH

Bid No. 2018-54

HVAC Maintenance & Replacement

TABULATION

TCM Backup 12-11-

Vendor:		ADVANCED ROOFING	COOL BREEZE	Florida Mechanical	PRECISION	HYVAC	JOHN C CASSIDY
Address:		1950 NW 22nd St	13120 S.W. 130 TERRACE	3615 Fiscal Ct.	11101 South Crown Way #2	312 South Military Trail	846 West 13th Court
Telephone:		Fort Lauderdale, FL 33311	MIAMI, FL 33186	Riviera Beach, FL. 33404	Wellington, FL. 33414	Deerfield Beach, FL. 33442	Riviera Beach, FL. 33404
Fax:		954-332-1418	305-226-2665	561-863-3606	561-791-3980	954-427-3811	561-863-6750
Contact:		954-337-0111	305-253-4420	561-863-3642	561-795-1693	954-426-3762	561-863-7678
		Kevin Kornahrens	Alex Jimenez	Brien Roy	Ron Stauffer	Bryan Dart	John Fulton
Commercial Refrigerators and Freezers							

Public Works

1	Refrigerator	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
2	Refrigerator	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
3	Freezer	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
4	Freezer	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
S-1 Pump Station															
1	Refrigerator	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
2	Refrigerator	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
3	Freezer	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
4	Freezer	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
North Fire															
1	Refrigerator	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
2	Refrigerator	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
3	Freezer	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
4	Freezer	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
Central Fire															
1	Refrigerator	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
2	Refrigerator	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
3	Freezer	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
4	Freezer	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
South Fire															
1	Refrigerator	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
2	Refrigerator	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
3	Freezer	4	Quarter	\$ 195.00	\$ 780.00	\$ 129.00	\$ 516.00	\$ 110.00	\$ 440.00	\$ 60.00	\$ 240.00	\$ 90.00	\$ 360.00	\$ 84.00	\$ 336.00
4	Freezer	2	Year	\$ 255.00	\$ 510.00	\$ 150.00	\$ 300.00	\$ 110.00	\$ 220.00	\$ 60.00	\$ 120.00	\$ 159.00	\$ 318.00	\$ 84.00	\$ 168.00
Preventative Maintenance-Refrigeration Equipment SubTotal				\$ 12,900.00	\$ 8,160.00	\$ 3,600.00	\$ 6,600.00	\$ 5,040.00	\$ 6,780.00	\$ 5,040.00	\$ 6,780.00	\$ 5,040.00	\$ 6,780.00	\$ 5,040.00	\$ 5,040.00

TOWN OF PALM BEACH Bid No. 2018-54 TABULATION				Vendor:		ADVANCED ROOFING		COOL BREEZE		Florida Mechanical		PRECISION		HYVAC		JOHN C CASSIDY											
Contact:				Kevin Kornahrens		Alex Jimenez		Brien Roy		Ron Stauffer		Bryan Dart		John Fulton													
Commercial Ice Machines																											
1	Public Works #1	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
1a	Public Works #1	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	760.00	\$	1,520.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
2	Public Works #2	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
2a	Public Works #2	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	760.00	\$	1,520.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
3	North Fire - Bay	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
3a	North Fire - Bay	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	320.00	\$	640.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
4	Central Fire - Bay	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
4a	Central Fire - Bay	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	320.00	\$	640.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
5	Central Fire - Kitchen	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
5a	Central Fire - Kitchen	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	320.00	\$	640.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
6	South Fire - Bay	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
6a	South Fire - Bay	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	760.00	\$	1,520.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
7	South Fire - Kitchen	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	160.00	\$	640.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
7a	South Fire - Kitchen	2	Year	\$	235.00	\$	470.00	\$	150.00	\$	300.00	\$	96.50	\$	193.00	\$	320.00	\$	640.00	\$	273.00	\$	546.00	\$	84.00	\$	168.00
8	Police Station	4	Quarter	\$	185.00	\$	740.00	\$	129.00	\$	516.00	\$	96.50	\$	386.00	\$	760.00	\$	3,040.00	\$	130.00	\$	520.00	\$	84.00	\$	336.00
Preventative Maintenance Service-Ice Machines Total				\$	9,210.00		\$	6,228.00		\$	4,439.00		\$	14,640.00		\$	7,982.00		\$	3,864.00							
TOTALS																											
1	Preventative Maintenance Service-HVACTotal			\$	34,506.00		\$	40,728.00		\$	47,736.00		\$	37,260.00		\$	41,976.00		\$	24,060.00							
2	Prevent. Maintenance-Refrigeration Equipment Total			\$	12,900.00		\$	8,160.00		\$	6,600.00		\$	3,600.00		\$	6,780.00		\$	5,040.00							
3	Prevent. Maintenance Service-Ice Machines Total			\$	9,210.00		\$	6,228.00		\$	4,439.00		\$	14,640.00		\$	7,982.00		\$	3,864.00							
	GRAND TOTAL			\$	56,616.00		\$	55,116.00		\$	58,775.00		\$	55,500.00		\$	56,738.00		\$	32,964.00							
Line	Description	Qty	Unit	Standard	Premium	Standard	Premium	Standard	Premium	Standard	Premium	Standard	Premium	Standard	Premium	Standard	Premium										
Labor Rates																											
1	Journeyman (Licensed)	1	Hour	\$	125.00	\$	165.00	\$	105.00	\$	157.50	\$	124.00	\$	152.00	\$	110.00	\$	165.00	\$	90.00	\$	135.00	\$	85.00	\$	125.00
2	Apprentice	1	Hour	\$	95.00	\$	120.00	\$	75.00	\$	112.50	\$	90.00	\$	118.00	\$	85.00	\$	127.50	\$	65.00	\$	97.50	\$	80.00	\$	115.00
3	Helper	1	Hour	\$	60.00	\$	80.00	\$	75.00	\$	112.50	\$	90.00	\$	118.00	\$	85.00	\$	127.50	\$	65.00	\$	97.50	\$	55.00	\$	75.00
Materials, Supplies & Equipment																											
Line	Description	Qty	Unit	COST PLUS %		COST PLUS %		COST PLUS %		COST PLUS %		COST PLUS %		COST PLUS %		COST PLUS %											
1	% Discount from Manufacturer's -COST PLUS			20%		30%		20%		20%		25%		30%													

TOWN OF PALM BEACH
Bid No. 2018-54

TCM Backup 12/11

HVAC Maintenance & Replacement

TABULATION-ALTERNATE PRICES

TOWN OF PALM BEACH				Vendor: Address: Telephone: Fax:		ADVANCED ROOFING		COOL BREEZE		Florida Mechanical		PRECISION		HYVAC		JOHN C CASSIDY	
Bid No. 2018-54						1950 NW 22nd St		13120 S.W. 130 TERRACE		3615 Fiscal Ct.		11101 South Crown Way #2		312 South Military Trail		846 West 13th Court	
HVAC Maintenance & Replacement						FT. Lauderdale, FL 33311		MIAMI, FL 33186		Riviera Beach, FL. 33404		Wellington, FL. 33414		Deerfield Beach, FL. 33442		Riviera Beach, FL. 33404	
T-1				954-332-1418		305-226-2665		561-863-3606		561-791-3980		954-427-3811		561-863-6750			
TABULATION-ALETERNATE PRICES				954-337-0111		305-253-4420		561-863-3642		561-795-1693		954-426-3762		561-863-7678			
Line	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Preventative Maintenance Service HVAC- 12 Month																	
1	Town Hall	12	Month	\$832.00	\$9,984.00	\$1,040.00	\$12,480.00	\$1,136.00	\$13,632.00	\$1,200.00	\$14,400.00	\$780.00	\$9,360.00	\$540.00	\$6,480.00		
2	Seaview Park Tennis Pro Shop	12	Month	\$125.00	\$1,500.00	\$101.00	\$1,212.00	\$176.00	\$2,112.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
3	Phipps Park Tennis Pro Shop	12	Month	\$125.00	\$1,500.00	\$101.00	\$1,212.00	\$176.00	\$2,112.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
4	Par 3 Maintenance Building	12	Month	\$125.00	\$1,500.00	\$101.00	\$1,212.00	\$270.00	\$3,240.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
5	Par 3 Golf Course Old Pro Shop	12	Month	\$125.00	\$1,500.00	\$101.00	\$1,212.00	\$176.00	\$2,112.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
6	Par 3 Golf Course New Pro Shop	12	Month	\$276.00	\$3,312.00	\$355.00	\$4,260.00	\$328.00	\$3,936.00	\$360.00	\$4,320.00	\$385.00	\$4,620.00	\$350.00	\$4,200.00		
7	Police Facility	12	Month	\$798.00	\$9,576.00	\$1,046.00	\$12,552.00	\$1,418.00	\$17,016.00	\$980.00	\$11,760.00	\$1,352.00	\$16,224.00	\$540.00	\$6,480.00		
8	North Fire Station	12	Month	\$455.00	\$5,460.00	\$440.00	\$5,280.00	\$352.00	\$4,224.00	\$480.00	\$5,760.00	\$420.00	\$5,040.00	\$400.00	\$4,800.00		
9	Central Fire Station	12	Month	\$415.00	\$4,980.00	\$416.00	\$4,992.00	\$404.00	\$4,848.00	\$480.00	\$5,760.00	\$410.00	\$4,920.00	\$350.00	\$4,200.00		
10	South Fire Station	12	Month	\$950.00	\$11,400.00	\$962.00	\$11,544.00	\$1,650.00	\$19,800.00	\$680.00	\$8,160.00	\$770.00	\$9,240.00	\$350.00	\$4,200.00		
11	Public Works Facility	12	Month	\$1,150.00	\$13,800.00	\$1,138.00	\$13,656.00	\$1,336.00	\$16,032.00	\$980.00	\$11,760.00	\$2,007.00	\$24,084.00	\$540.00	\$6,480.00		
12	Old Purchasing Building	12	Month	\$125.00	\$1,500.00	\$202.00	\$2,424.00	\$178.00	\$2,136.00	\$150.00	\$1,800.00	\$125.00	\$1,500.00	\$90.00	\$1,080.00		
13	S-2 Pump Station	12	Month	\$125.00	\$1,500.00	\$158.00	\$1,896.00	\$178.00	\$2,136.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
14	A-7 Pump Station	12	Month	\$125.00	\$1,500.00	\$103.00	\$1,236.00	\$178.00	\$2,136.00	\$150.00	\$1,800.00	\$90.00	\$1,080.00	\$90.00	\$1,080.00		
Preventative Maintenance Service-HVAC				\$69,012.00		\$75,168.00		\$95,472.00		\$74,520.00		\$81,468.00		\$44,400.00			

Preventative Maintenance Service HVAC - EACH

1	Town Hall	1	EA	\$832.00	\$832.00	\$1,040.00	\$1,040.00	\$1,136.00	\$1,136.00	\$1,200.00	\$1,200.00	\$780.00	\$780.00	\$540.00	\$540.00
2	Seaview Park Tennis Pro Shop	1	EA	\$125.00	\$125.00	\$101.00	\$101.00	\$176.00	\$176.00	\$150.00	\$150.00	\$90.00	\$90.00	\$90.00	\$90.00
3	Phipps Park Tennis Pro Shop	1	EA	\$125.00	\$125.00	\$101.00	\$101.00	\$176.00	\$176.00	\$150.00	\$150.00	\$90.00	\$90.00	\$90.00	\$90.00
4	Par 3 Maintenance Building	1	EA	\$125.00	\$125.00	\$101.00	\$101.00	\$270.00	\$270.00	\$150.00	\$150.00	\$90.00	\$90.00	\$90.00	\$90.00
5	Par 3 Golf Course Old Pro Shop	1	EA	\$125.00	\$125.00	\$101.00	\$101.00	\$176.00	\$176.00	\$150.00	\$150.00	\$90.00	\$90.00	\$90.00	\$90.00
6	Par 3 Golf Course New Pro Shop	1	EA	\$276.00	\$276.00	\$355.00	\$355.00	\$328.00	\$328.00	\$360.00	\$360.00	\$385.00	\$385.00	\$350.00	\$350.00
7	Police Facility	1	EA	\$798.00	\$798.00	\$1,046.00	\$1,046.00	\$1,418.00	\$1,418.00	\$980.00	\$980.00	\$1,352.00	\$1,352.00	\$540.00	\$540.00
8	North Fire Station	1	EA	\$455.00	\$455.00	\$440.00	\$440.00	\$352.00	\$352.00	\$480.00	\$480.00	\$420.00	\$420.00	\$400.00	\$400.00
9	Central Fire Station	1	EA	\$415.00	\$415.00	\$416.00	\$416.00	\$404.00	\$404.00	\$480.00	\$480.00	\$410.00	\$410.00	\$350.00	\$350.00
10	South Fire Station	1	EA	\$950.00	\$950.00	\$962.00	\$962.00	\$1,650.00	\$1,650.00	\$680.00	\$680.00	\$770.00	\$770.00	\$350.00	\$350.00

TOWN OF PALM BEACH

Bid No. 2018-54

HVAC Maintenance & Replacement

Vendor: Address: Telephone: Fax: Contact:	ADVANCED ROOFING		COOL BREEZE		Florida Mechanical		PRECISION		HYVAC		JOHN C CASSIDY	
	1950 NW 22nd St		13120 S.W. 130 TERRACE		3615 Fiscal Ct.		11101 South Crown Way #2		312 South Military Trail		846 West 13th Court	
	Fort Lauderdale, FL 33311		MIAMI, FL 33186		Riviera Beach, FL. 33404		Wellington, FL. 33414		Deerfield Beach, FL. 33442		Riviera Beach, FL. 33404	
	954-332-1418		305-226-2665		561-863-3606		561-791-3980		954-427-3811		561-863-6750	
		954-337-0111		305-253-4420		561-863-3642		561-795-1693		954-426-3762	561-863-7678	
		Kevin Kornahrens		Alex Jimenez		Brien Roy		Ron Stauffer		Bryan Dart	John Fulton	

TABULATION-ALETERNATE PRICES

Line	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Preventative Maintenance Service HVAC - EACH													
11	Public Works Facility	1	EA	\$1,150.00	\$1,150.00	\$1,138.00	\$1,138.00	\$1,336.00	\$1,336.00	\$980.00	\$980.00	\$2,007.00	\$2,007.00
12	Old Purchasing Building	1	EA	\$125.00	\$125.00	\$202.00	\$202.00	\$178.00	\$178.00	\$150.00	\$150.00	\$125.00	\$125.00
13	S-2 Pump Station	1	EA	\$125.00	\$125.00	\$158.00	\$158.00	\$178.00	\$178.00	\$150.00	\$150.00	\$90.00	\$90.00
14	A-7 Pump Station	1	EA	\$125.00	\$125.00	\$103.00	\$103.00	\$178.00	\$178.00	\$150.00	\$150.00	\$90.00	\$90.00
Preventative Maintenance Service-HVACTotal				\$	5,751.00	\$	6,264.00	\$	7,956.00	\$	6,210.00	\$	6,789.00
												\$	3,700.00

Duct Cleaning Schedule													
1	Town Hall	1	EA	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$5,152.00	\$5,152.00	\$5,216.00	\$5,216.00	\$4,600.00	\$4,600.00
2	Police Facility	1	EA	\$5,840.00	\$5,840.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$2,837.00	\$2,837.00	\$7,144.00	\$6,572.00
3	Public Works	1	EA	\$3,249.53	\$3,249.53	\$6,350.00	\$6,350.00	\$4,374.00	\$4,374.00	\$7,658.00	\$7,658.00	\$3,907.00	\$4,140.00
4	Central Fire Station I	1	EA	\$4,596.00	\$4,596.00	\$3,800.00	\$3,800.00	\$6,259.00	\$6,259.00	\$4,550.00	\$4,550.00	\$5,589.00	\$5,589.00
5	North Fire Station II	1	EA	\$1,822.60	\$1,822.60	\$4,918.10	\$4,918.10	\$2,395.00	\$2,395.00	\$6,165.00	\$6,165.00	\$2,122.00	\$2,122.00
6	South Fire	1	EA	\$2,285.00	\$2,285.00	\$3,350.00	\$3,350.00	\$3,024.00	\$3,024.00	\$3,483.00	\$3,483.00	\$2,700.00	\$2,587.00
7	Recreation	1	EA	\$2,361.00	\$2,361.00	\$2,400.00	\$2,400.00	\$3,130.00	\$3,130.00	\$3,392.00	\$3,392.00	\$2,795.00	\$2,795.00
Duct Cleaning Total				\$	23,954.13	\$	27,318.10	\$	32,334.00	\$	33,301.00	\$	28,857.00
												\$	28,445.00

1	Preventative Main. Service-HVAC 12 Month Total			\$	69,012.00	\$	75,168.00	\$	95,472.00	\$	74,520.00	\$	81,468.00	\$	44,400.00
2	Preventative Main. Service-HVAC 1 Each Total			\$	5,751.00	\$	6,264.00	\$	7,956.00	\$	6,210.00	\$	6,789.00	\$	3,700.00
3	Duct Cleaning Total			\$	23,954.13	\$	27,318.10	\$	32,334.00	\$	33,301.00	\$	28,857.00	\$	28,445.00
ALTERNATE PRICES GRAND TOTAL				\$	98,717.13	\$	108,750.10	\$	135,762.00	\$	114,031.00	\$	117,114.00	\$	76,545.00

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 193-2018 A Resolution of the Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation For RFP No. 2018-55, For Temporary Personnel Services To Faneuil Inc. As The Primary Vendor And Howroyd-Wright Employment Agency, Inc. dba Appleone Employment Services As The Secondary Vendor And Establishing A Project Budget Of \$150,000.00 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Human Resource Director And The Purchasing Manager For A Five Year Contract Budget Of \$828,843.00 Contingent Upon Funding In Future Fiscal Years.

NOTE: Proposed Cost Savings of the new contract have been identified as follows: The 2013 solicitation had the prime contractor with a 37% markup. The new solicitation has the prime contractor with a 28.8% markup. Total savings will be noted annually based on the number of agency temporaries hired by the prime contractor.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 16, 2018, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 193-2018**
- ▣ **RFP for Temporary Personnel Services**
- ▣ **Selection Committee Award**
- ▣ **Selection Committee Rankings**
- ▣ **Proposal from Faneuil, Inc.**
- ▣ **Proposal from Howrody-Wright -dba AppleOne**

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO, Town Purchasing Manager

RE: Resolution Approving Award of Contract for Temporary Personnel Services, RFP No. 2018-55 to Faneuil Inc. as the Primary Vendor and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services as the Secondary Vendor - **Resolution No. 193-2018**

DATE: 16 November 2018

STAFF RECOMMENDATION

Staff recommends the approval of Resolution No. 193-2018 awarding RFP No. 2018-55 for Contract Personnel Services to Faneuil Inc. as the Primary Vendor and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services as the Secondary Vendor in the amount of \$150,000.00 for FY19, and establishing a five (5) year contract budget of \$828,843.00, contingent upon funding of future years.

SUMMARY EXPLANATION/BACKGROUND

Purchasing issued Request for Proposal (RFP) 2018-55 for Temporary Personnel Services. The previous solicitation was issued in 2013 for a five year period.

Fourteen firms responded to the solicitation of which the Selection Committee reviewed and ranked all submittals. No oral interviews were requested as the Selection Committee determined that the proposals were well presented by each firm. The Selection Committee ranked Faneuil Inc. as the Primary Awarded Vendor and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services as the Secondary Awarded Vendor.

The solicitation was broadcast to 92 vendors through Demand Star and 210 through Public Purchase.

Under the 2013 RFP, the primary vendor had a 37% markup. Under the 2018 RFP, the primary vendor will have a 28.8% markup.

The amount of \$150,000 for FY19 is based on the past two years trend of an average spend of \$135,000. The contract will be Town-wide and will dependent on staffing needs, vacancies and special projects as required and approved.

FISCAL IMPACT/FUNDING SOURCE

The total annual award of the contract is established at \$150,000.00 based on previous spending. The projected five year award is \$828,843.00 contingent upon funding by the approved budgets.

USER DEPARTMENT CONCURRENCE

Human Resources is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Jay Boodheshwar, Deputy Town Manager
Danielle Olson, Director of Human Resources

RESOLUTION NO. 193-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SELECTION COMMITTEE RECOMMENDATION FOR RFP NO. 2018-55, FOR TEMPORARY PERSONNEL SERVICES TO FANEUIL INC. AS THE PRIMARY VENDOR AND HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT SERVICES AS THE SECONDARY VENDOR AND ESTABLISHING A PROJECT BUDGET OF \$150,000.00 FOR FY2019. THE REMAINING EXTENSIONS FOR THE FOLLOWING FOUR YEARS SHALL BE APPROVED ONLY UPON SATISFACTORY PERFORMANCE AS DETERMINED AT THE DISCRETION OF THE HUMAN RESOURCE DIRECTOR AND THE PURCHASING MANAGER FOR A FIVE YEAR CONTRACT BUDGET OF \$828,843.00 CONTINGENT UPON FUNDING IN FUTURE FISCAL YEARS.

WHEREAS; Purchasing issued Request for Proposal (RFP) 2018-55 for Temporary Personnel Services. The previous solicitation was issued in 2013 for a five year period and;

WHEREAS; Fourteen firms responded to the solicitation of which the Selection Committee reviewed and ranked all submittals. The Selection Committee ranked Faneuil Inc. as the Primary Awarded Vendor and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services as the Secondary Awarded Vendor, and;

WHEREAS; Town Council approval is sought to approve the Selection Committee Recommendation in the amount at \$150,000.00 for FY2019. The projected five year award is \$828,843.00 contingent upon funding by the approved budgets.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council recommendation of the Selection Committee is hereby approved.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further action as may be necessary.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of December, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH



RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

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

RFP CONTACT: Eugene M. Bitteker, Buyer

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

Purchasing Division

* * * * *

Finance Department

* * * * *

TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH * FLORIDA * 33401



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

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TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

Advertisement

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

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

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

Eugene M. Bitteker
Buyer

Dated: September 2, 2018
 September 9, 2018

Published: Palm Beach Post
 DemandStar
 Public Purchase



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

PART I **PROPOSAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-18 Bankruptcy/Insolvency: At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Town may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

1-19 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

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

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

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

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

fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

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

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

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

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

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

1-22 Termination for Convenience:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT: Town Clerk, or designee
Phone 561-838-5416
Email records@townofpalmbeach.com

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

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND INTENT

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

2-1.1 BACKGROUND

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

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

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

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

2-1.2 OVERVIEW

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

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

2-2 SCOPE OF WORK

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

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

A. Supervision

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

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

The Contract Coordinators principal duties shall be:

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

B. Requirements

Requirements for performing services are as follows:

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

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

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

C. Job Titles, Job Descriptions and Minimum Requirements:

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

Samples of job titles, descriptions and minimum requirements:

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

2-2.1 CHARGES/FEES

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

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

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

2-3 TOWN CONTRACT COORDINATOR

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

2-4 DESIGNATED PERSONNEL

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

2-5 SUBCONSULTANTS

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

2-6 CONTRACT

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

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

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PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

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

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

3-2 SUBMISSION OF PROPOSALS

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

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

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

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

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

This letter shall include Operational Information.

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

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

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

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

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

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

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

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

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

Provide a list of all current contracts and schedule requirements.

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

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

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

PART IV **EVALUATION OF PROPOSALS**

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

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

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

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

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

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

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

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

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

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TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

COST PROPOSAL PAGES

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

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

***SIGNATURE:** _____ **Date:** _____

Name: _____ Title: _____

Printed

Company: _____ Address: _____

Legally registered name

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____ Email: _____

Federal ID #: _____ Dun Bradstreet #: _____

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

Name of Company Representative: _____

Address: _____

Phone Number: _____ Fax Number: _____

E Mail: _____ Date _____

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

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

PROPOSER'S CHECKLIST

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

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



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

PROPOSER'S QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone _____ Fax: _____

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

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

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

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Name _____ Percentage of Interest: _____

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

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

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



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

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

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

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

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

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

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

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

Company Name: _____ Additional references may be provided by attachment.



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

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

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

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

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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

Date

Signature



TOWN OF PALM BEACH

RFP No. 2018-15

TEMPORARY PERSONNEL SERVICES

LIST OF PROPOSED SUBCONTRACTORS

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

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

Signature and Date _____

Title/Company _____



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

EVALUATION CRITERIA

Criteria	Weight
Qualifications and Experience/Ability of Professional Personnel/Financial •Expertise of human resources •Qualifications & experience of the firm relevant to the Scope of Work •Availability of qualified personnel •Ability to meet set standards •Previous contracting experience with the Town and other governmental agencies •Evidence of insurance and/or bonding capacity •Financial information	25%
Quality of Services •Conveyance of a willingness to work with Town staff to maximize resources •The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully •High quality level of services to be provided to Town	20%
Technical Approach to the Project/Scope of Work •Understanding of Town needs •Technical Soundness of the proposal •Applicability of the services offered •Meeting the Town's operational requirements	20%
Fee •Percentage of Markup over hourly rate •Any other Costs	30%
Other •Overall completeness, clarity and quality of proposal •Location of firm	5%



TOWN OF PALM BEACH

MEMORANDUM

DATE: October 26, 2018

TO: - Memo To File -

FROM: Dean Mealy - Purchasing Manager 

SUBJECT: Final Ranking - RFP No. 2018-55 – Temporary Personnel Services

The Selection Committee met on October 26, 2018. All members of the committee listed below were present:

Selection Committee Members -

Amy Wood – Assistant Director of Finance
Brett Madison – Facilities Division Manager
Gwendolynn Pierce – Administrative Manager
Kathryn Ranieri – HR Analyst
Rod Gardiner – Assistant Director

Advisors and Facilitators (Non-Voting) -

Duke Basha – Assistant Purchasing Manager
John Cmar – Purchasing Coordinator
Eugene M. Bitteker – Buyer

After thorough consideration of the fourteen (14) proposals submitted, the Selection Committee recommended the following firms:

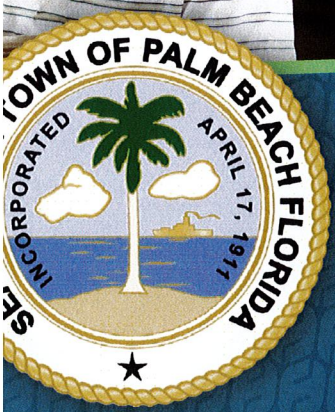
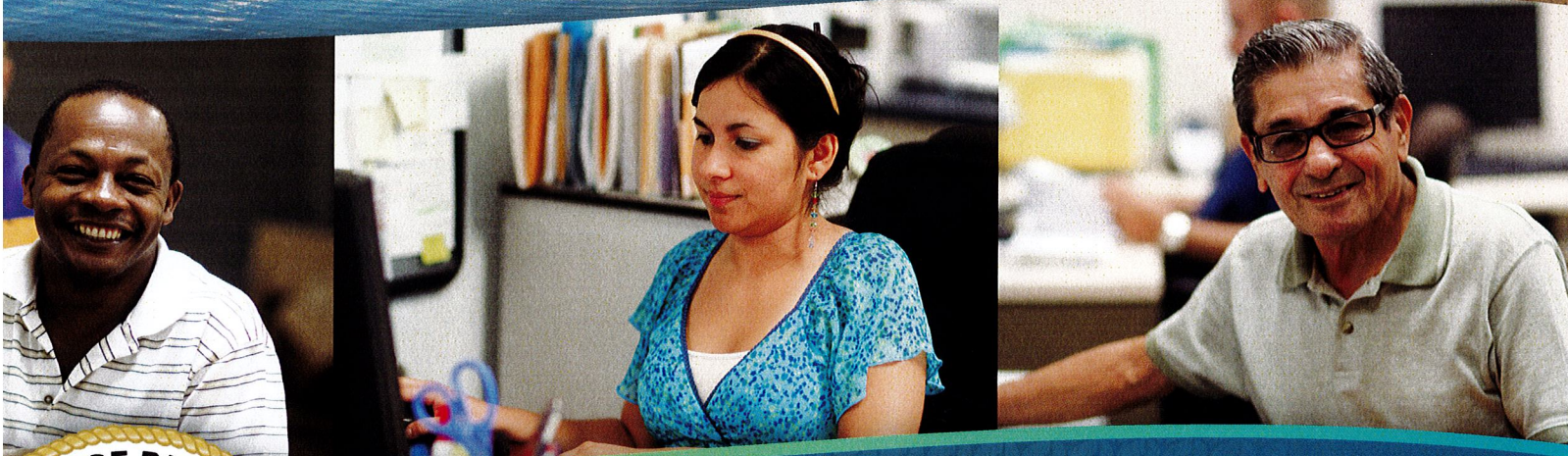
Faneuil, Inc.
Howroyd-Wright Employment Services d/b/a AppleOne Employment Services

It is the recommendation of the Selection Committee to award a contract to Faneuil, Inc. as the primary contractor and to AppleOne Employment Services as secondary contractor for Temporary Personnel Services.

cc: File: RFP No. 2018-55
John Randolph, Town Attorney
Selection Committee Members

SELECTION COMMITTEE RANKINGS

	Committee Member Company	Gwen Peirce	Amy Wood	Rod Gardiner	Brett Madison	Kathryn Ranieri	Total
		Rating	Rating	Rating	Rating	Rating	Average Rating
1	Faneuil, Inc.	4.00	3.98	4.90	3.90	4.00	4.16
2	Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services	4.40	3.75	4.20	3.53	4.15	4.01
3	COCHBHA Enterprises, Inc.	3.05	3.43	3.93	3.13	2.85	3.28
4	Small Business Information & Resources, Corp.	2.50	3.05	3.78	3.03	3.05	3.08
5	22nd Century Technologies, Inc.	2.75	3.35	3.40	3.03	2.80	3.07
6	SoftHQ, Inc.	2.80	3.50	3.28	2.73	3.00	3.06
7	SearchPoint NY, Inc. /Noor Inc.	2.50	2.88	3.25	2.63	3.10	2.87
8	GovHR USA, LLC/GovTempsUSA, LLC	2.65	3.03	3.33	2.58	2.45	2.81
9	vTech Solution Inc.	2.45	2.48	2.68	2.50	2.75	2.57
10	Packplus, Inc. dba Josmar Medical Staffing	2.25	2.73	3.35	2.30	2.15	2.56
11	Lancesoft Inc.	2.30	3.00	2.78	2.50	2.05	2.53
12	CDS Resources, LLC	2.05	2.70	2.78	2.45	2.30	2.46
13	Anytime Labor - Southeast Florida, LLC	1.85	2.55	2.95	2.18	1.85	2.28
14	Resume Hounds, Inc.	2.20	2.05	2.13	1.98	1.65	2.00



RFP No. 2018-55

Temporary Personnel Services

RFP Due Date: 10-04-2018 at 2:00PM

ORIGINAL

Contact: Anna Van Buren, President and Chief Executive Officer

vanburen@faneuil.com 1257-232 9600 • 2 Eaton Street, Suite 1002 Hampton, VA 23669





TAB 1

Title Page

Faneuil Inc.
2 Eaton Street, Suite 1002
Hampton, VA 23669
Telephone: (757) 722-3235

TOWN OF PALM BEACH Temporary Personnel Services

Point of Contact:
Anna Van Buren
Faneuil, Inc –President and CEO
2 Eaton Street, Suite 1002
Hampton, VA 23669
anna.vanburen@faneuil.com
Phone: 757.722.6315
www.faneuil.com

Date of Submission:
October 04, 2018



TAB 2

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TAB 3

Transmittal/Introduction Letter

October 4, 2018

Town of Palm Beach
Purchasing Division
951 Okeechobee Road, Suite "D"
West Palm Beach, FL 33401

ATTN: Eugene M. Bitteker, Buyer

RE: Request for Proposal Number 2018-55, Temporary Personnel Services

Dear Mr. Bitteker:

The management and employees of Faneuil Inc. extend our thanks for this opportunity to submit our response to the solicitation issued by the Town of Palm Beach regarding the provision of Temporary Personnel Services. As a provider of temporary golf course staffing to the Town of Palm Beach since the fall of 2014, we would welcome the chance to extend our delivery of staffing services to include the additional labor categories and skill sets described in the RFP.

Following are the elements required for inclusion in this Transmittal/Introduction Letter:

- **Vendor's corporate name:** Faneuil, Inc.
- **Address of principal office:** 2 Eaton Street, Suite 1002, Hampton, Virginia 23669
- **Number of years in business:** 25 years
- **Size of staff:** Approximately 5,500
- **Name and title of authorized agent:** Anna Van Buren, President and Chief Executive Officer
- **Telephone:** Office (757) 722-6315, mobile (757) 262-9600, executive assistant (757) 690-8447
- **Email address:** anna.vanburen@faneuil.com

Understanding of the Scope of Work

As a provider of temporary golf course staffing to the Town of Palm Beach since 2014, Faneuil fully understands the scope of work to be performed – in this case, clerical and administrative assignments – including our obligation to provide suitable Faneuil employees to fulfill job orders within 48 hours of the time of the request. We further understand that we may be called upon to provide employees with the skill sets required to serve in various positions, including clerical, secretarial, data entry operators, account clerks and various temporary office services. As our proposal indicates, we are ready and available to assign qualified staff to serve in the roles of Accounting Clerk (Levels I - III), Documentation Preparation Clerk, General Clerk (Levels I - IV), Data Entry Clerk, Service Order Dispatcher, Personnel Assistant (Levels I - IV), Receptionist, Word Processor (Levels I - III), Secretary/Administrative Assistant (Levels I - IV), Technical Help Desk Specialist, Customer Service Representative (Levels I - IV), and Park Attendant.

Overview of Faneuil Inc.

Faneuil is a nationwide provider of multi-specialty staffing support, customer care and other outsourced business processing solutions, particularly in complex, highly regulated environments. Headquartered in



Hampton, Virginia, and with an additional corporate office in Orlando, Florida, the company has an extensive client portfolio that includes both government and commercial entities. Utilizing advanced applications and a team of more than 5,500 service professionals, Faneuil delivers broad support to several diverse industries, including municipal and state government services, transportation, utilities, health and human services, and commercial services.

Commitment to Timely Performance of the Work

By our submission of this response to the Town's RFP, we signify our commitment, within the best of our ability, to provide appropriately skilled staff to fulfill each job request within 48 hours.

Best Qualified Candidate

Since 2005, Faneuil has had a sizeable and long-established business presence in Florida, with client programs throughout the state that are staffed, operated and managed by Faneuil employees who live and work in Florida. In addition to the Town of Palm Beach, our past and current clients in Florida have included the Florida Department of Transportation/Florida's Turnpike Enterprise, Miami – Dade Expressway Authority, Florida Department of Economic Opportunity, and the Counties of Lee, Osceola and Volusia. Many other clients encompassed within Faneuil's nationwide footprint – such as the Washington State Health Benefit Exchange, the City of Sandy Springs, Ga., and the Metropolitan Washington Airports Authority – are supported by Faneuil employees who are based in Florida.

The employees we introduce into our clients' environments are carefully vetted to ensure their ability to represent our client organizations as conscientiously as our clients would expect of their own employees. In recognition of our nearly four-year tenure as the incumbent vendor, and the quality and quantity of the employees we have provided for assignments issued by the Town of Palm Beach to date, we would welcome the opportunity to continue our services to the Town and its residents.

Binding Offer to be Honored for 180 Days

By my signature below, I affirm my authority as President and Chief Executive Officer of Faneuil Inc. to bind Faneuil to the terms of a contract resulting from this procurement. I also affirm our intention to honor the contents of this proposal for 180 days beyond the response submission date of October 4, 2018.

Acknowledgement of Addenda

As of the date of our submission, October 4, 2018, we received Addendum No. 1 on September 27, 2018 subsequent to the release of the RFP on September 2, 2018.

Operational Information

The recruitment, vetting and oversight of temporary Faneuil employees who will be deployed to fulfill assignments issued by the Town of Palm Beach will be conducted by regional and corporate Faneuil staffing and human resources experts. In each of the markets in which we operate, as we have in Palm Beach, Faneuil establishes and continuously builds productive employment pipelines of pre-screened applicants who are immediately available for assignment. The pipeline is continuously "fed" through broad and targeted marketing in print, online and social media and through recruitment and outreach activities conducted in cooperation with local colleges and universities, career planning centers, workforce readiness agencies, and other venues that have proven to be productive sources of qualified candidates to fill customer-facing and back-office roles.



In Closing...

Thank you most sincerely for your consideration of our proposal. Please know you are welcome to contact me directly should you have questions or need additional information. In the meantime, we look forward to the possibility of being of continued service to the Town of Palm Beach.

Sincerely,

A handwritten signature in blue ink that reads "Anna Van Buren".

Anna Van Buren
President and Chief Executive Officer
Faneuil, Inc.
2 Eaton Street, Suite 1002
Hampton, VA 23669
anna.vanburen@faneuil.com
Office: (757) 722-3235
Mobile: (757) 262-9600
Executive Assistant: (757) 690-8447



Charter Registration

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F05000000110

Entity Name: FANEUIL II, INC.

Current Principal Place of Business:

2 EATON STREET
SUITE 1002
HAMPTON, VA 23669

Current Mailing Address:

2 EATON STREET
SUITE 1002
HAMPTON, VA 23669 US

FEI Number: 04-3253864

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name VAN BUREN, ANNA M
Address 2 EATON STREET, SUITE 1002
City-State-Zip: HAMPTON VA 23669

Title TREASURER
Name REHM, SAMUEL R
Address 2 EATON STREET
SUITE 1002
City-State-Zip: HAMPTON VA 23669

Title SECRETARY
Name ELDREDGE, ALDEN
Address 2 EATON STREET
SUITE 1002
City-State-Zip: HAMPTON VA 23669

Title DIRECTOR
Name RAVICH, JESS M
Address 149 S BARRINGTON AVENUE, #828
City-State-Zip: LOS ANGELES CA 90049

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SAMUEL R. REHM

CFO/TREASURER

03/20/2018

Electronic Signature of Signing Officer/Director Detail

Date



TAB 4

Technical Proposal

A) Job Specialties offered by Faneuil

Included in table 1 is a listing of typical administrative, financial, and various positions offered by Faneuil's staffing services. From time to time, Faneuil also provides professional labor categories in key areas including human resource management, project management, operations management, training, and quality management.

Table 1: Labor Categories Offered by Faneuil's Staffing Services

Labor Category	Description
Administrative Support and Clerical Occupations	
Accounting Clerk I, II, III	Performs one or more accounting tasks such as posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; preparing journal vouchers; or making entries or adjustments to accounts.
Documentation Preparation Clerk	Prepares documents such as brochures, books, periodicals, catalogs, and pamphlets for copying or photocopying, photographic, and other reproducing office machine. Cuts documents into individual pages of standard size and format when allowed by margin space, using paper cutter or razor knife. Reproduces document pages as necessary to improve clarity or to reduce one or more pages into single page of standard size for copying machine being used, using photocopying machine. Stamps standard symbols on pages or inserts instruction cards between pages of material to notify Duplicating Machine Operator of special handling, such as manual repositioning during copying procedure. Prepares cover sheet and document folder for material, and index card for organizations' files indicating information, such as organization's name and address, subject or product category, and index code to identify material. Inserts material to be copied in document folder, and files folder for processing according to index code and copying priority schedule.
General Clerk I- IV	Follows several specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task.



Labor Category	Description
Data Entry Clerk	This position operates keyboard-controlled data entry devices such as a computer, key-operated magnetic tape, or disc encoder to transcribe data into a format suitable for computer processing. Job task requires skill in operating an alphanumeric keyboard, and an understanding of transcribing procedures and relevant data entry equipment.
Service Order Dispatcher	This position receives, records, and distributes work orders to service crews upon customers' requests for service on articles or utilities purchased from wholesale or retail establishment or utility company, records information, such as name, address, article to be repaired, or service to be rendered, prepares work order and distributes to service crew, schedules service calls and dispatches service crew. The Service Order Dispatcher calls or writes the customer to insure satisfactory performance of service, keeps record of service calls and work orders, may dispatch orders and relay messages and special instructions to mobile crews and other departments using radio or cellular telephone equipment.
Personnel Assistant I- IV	Performs routine tasks which require a knowledge of personnel procedures and rules, such as: providing simple employment information and appropriate lists and forms to applicants or employees on types of jobs being filled, procedures to follow, and where to obtain additional information; ensuring that the proper forms are completed for name changes, locator information, applications, etc. and reviewing completed forms for signatures and proper entries; or maintaining personnel records, contacting appropriate sources to secure any missing items, and posting items such as dates of promotions, transfer, and hire, or rates of pay or personal data. If this information is computerized, outside inquiries for simple information, such as verification of dates of employment in response to telephone credit checks of employees. some receptionist or other clerical duties may be performed. May be assigned work to provide training for a higher-level position. Detailed rules and procedures are available for all assignments. Guidance and assistance on unusual questions are available at all times. Work is spot checked, often daily
Receptionist	This position greets visitors, determining nature of visits and directing visitors to appropriate persons. Duties may include, but are not limited to, relaying incoming, outgoing, and intra-system calls through a private branch exchange (PBX) system; recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; hearing and resolving complaints; making appointments; handling incoming and



Labor Category	Description
	outgoing mail; controlling access to the facility; keeping a log of visitors; and issuing visitor passes. In this position, one may also type and perform other routine clerical work, such as entering data and processing documents, which may occupy the major portion of the worker's time."
Word Processor I-III	Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. Performs familiar, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures. Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as: ▪ Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations. ▪ Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. ▪ Work requires knowledge of specialized, technical, or scientific terminology. Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.
Secretary/Administrative Assistant I-IV	Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff. Works independently, receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.
Technical Help Desk	Processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and



Labor Category	Description
	guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, may deviate from standard procedures if standard procedures do not provide a solution. Refers problems which do not respond to corrective procedures.
Customer Service Representative I-IV	The Customer Service Representative (CSR) provides information and solutions in response to inquiries pertaining to products, services and/or customer complaints. Duties may include, but are not limited to, accessing databases to retrieve and/or record information such as customer complaints or orders; responding to customer complaints or inquiries; taking orders for products or merchandise; calculating charges; processing billing or payments; processing customer claims; handling returns, refunds, and exchanges; keeping records of customer interactions; and updating customer account information.
Park Attendant	Assists in operation of State or national park, monument, historic site, or recreational area, performing a combination of clerical and other duties. Greets visitors at facility entrance, and hands out informational pamphlets, maps, explains regulations, and other information concerning camping and visiting the facility. Assigns campground or recreational sites. Collects fees, fills out camping and visitor permits, and maintains register of campers and visitors. Maintains campgrounds and other areas, cautions visitors against infractions of rules, and reports all disturbances and problems to superior officer or as a last resort to local law enforcement officers. Replenishes fire wood and assists in maintaining camping and recreational areas in clean and orderly condition. Conducts tours of premises, and answers visitors' questions when stationed at historic park, site or monument. Operates projection and sound equipment and assists in presentation of interpretive programs. Provides simple first aid treatment to visitors injured on premises and assists persons with more serious injuries to obtain appropriate medical care. Participates in carrying out fire-fighting or conservation activities. Assists other workers in activities concerned with restoration of buildings and other facilities, or excavation and presentation of artifacts when stationed at historic or archeological site. Keeps a record of all complaints and criticisms of park facilities. Reports maintenance items to superior.

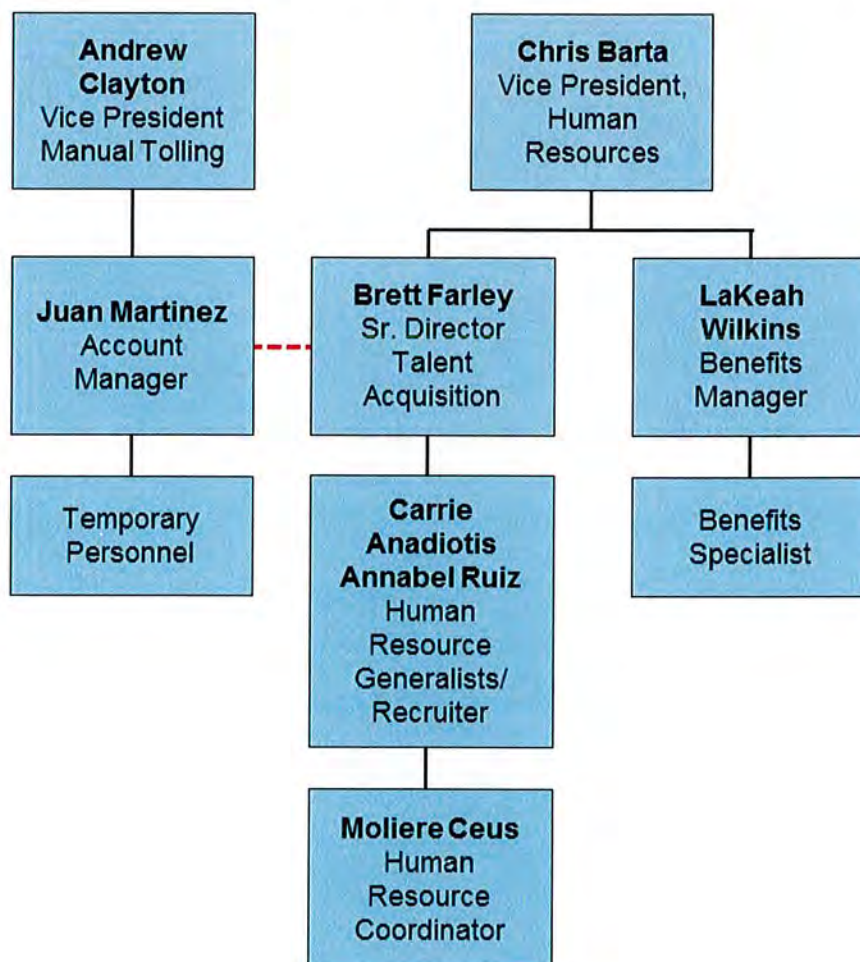


B) Human Resource Staff

Administration of the Town of Palm Beach Temporary Personnel Services will be supported by experienced human resources professionals from our corporate staff. Both individually and collectively, team members have the requisite experience, skills, and understanding to work collaboratively with the Town to effectively address the staffing needs presented in the RFP. This seasoned team blends longstanding HR leadership with solid operational expertise developed in similar capacities with other client programs. In Exhibit 3: Summary of Corporate HR Support, we present an overview of the experience and education of these proposed team members.

Members of the Human Resources Management Team have provided supplemental staffing support services for a combined 48 years. While our on-site management team will interact extensively with the Town's leadership on all aspects of project operations, our corporate team will provide extensive support in key areas such as recruitment, human resources management, compensation and benefits administration, scheduling and performance management. Resumes for the staff members in **Figure 1** are included in **Tab 8**.

Figure 1: Faneuil's Human Resource Team that will Support the Town of Palm Beach Temporary Staffing Services





C) Typical size of personnel pool your company maintain by job specialty

Faneuil's personnel pool varies by location and scope of services. Our typical personnel pool for job categories is included in Table 2.

Table 2

Professional and Executive Level	20-30 active candidates
Management Personnel	50-75 active candidates
Support Personnel	150-300 active candidates

D) Assessment programs and methods your company utilizes to evaluate candidates' skills

Throughout our history, Faneuil has repeatedly demonstrated the ability to develop and implement effective recruiting strategies that meet and exceed the needs of our clients in attracting and retaining motivated, reliable employees. In each of the markets in which we are represented, Faneuil establishes recruitment pipelines of prescreened candidates who are immediately available to fill new or vacant positions with programs in operation for nearly 30 clients throughout the U.S. As Faneuil currently provides temporary staffing support for the Town of Palm Beach, we are intimately familiar with the employment market, prevailing wages, and the presence of other employers that compete for candidates with similar skills, qualifications, and experience.

A key element in Faneuil's continuing success in recruiting quality talent is the competency-based model utilized in our screening process. A set of core competencies and key behavioral traits have been defined for use in identifying applicants who display the greatest propensity to perform effectively in supporting the program. Each of these traits has proven to be a key success factor in both administrative and laborer positions. This core competency approach is customized to meet the specific objectives of each client engagement.



Faneuil's competency-based model guarantees that all hiring and recruiting activities support our ability to identify candidates who demonstrate the competencies required to perform the duties of their prospective positions. Understanding the importance of attracting and retaining quality employees, we gear our recruitment and hiring practices to identify the best available prospects, considering their knowledge, skills and abilities, as well as evidence of key behaviors linked to exceptional performance. Applicants' qualifications, work experiences and other credentials are compared with the detailed hiring profile created for each position to identify the prospects who appear to be the best suited for each client's environment. Aside from client-specific competencies, Faneuil expects each candidate to demonstrate adaptability, customer-focused behavior, effective communication skills, and a commitment to quality. Applying this approach has consistently produced a proficient, responsive and highly qualified workforce.

The competency-based model has proven effective for developing employees who exhibit a strong work ethic and passion for their jobs, our clients, and their customers. We accomplish this through a very selective hiring process, competitive compensation packages, incentives, training and a supportive environment that demonstrates our care and concern for our employees and their families.

While well-developed skills are essential to a candidate's success, equally critical is our ability to identify candidates who also display key personal characteristics that are often reliable indicators of dependability and long-term commitment.

Figure 2: All recruitment and hiring activities for employees and managers are aligned with Faneuil's Competency Based Model





Figure 3: Faneuil's Human Resources team is highly skilled in identifying candidates who display a high percentage of the following characteristics



Sourcing

As part of our sourcing strategy, Faneuil uses a creative networking process that helps us maintain positive relationships in the communities we serve. We continuously post open positions and host events to educate our community partners about available positions, often yielding immediate referrals. This approach has proven effective for establishing a continuous pipeline of applicants and generating long-standing partnerships with organizations in each region.

As a key component of our sourcing techniques, Faneuil's Account Team executes localized advertising plans on a broad scale for dissemination to the public, as well as highly targeted initiatives, such as those with appeal to veterans, for example. This approach is intended to communicate to potential candidates – including those who are not actively looking for employment but would be open to new opportunities – that we are always hiring and committed to providing jobs for qualified local residents.

In support of the temporary hiring program, Faneuil will host open houses and job fairs in the Palm Beach and surrounding areas to attract additional applicants and further strengthen our presence in the community. These activities will be complemented by widespread communications and finely tuned targeted messaging to promote employment opportunities.



Communication channels typically include the following:

- Social media
- Print media and newspaper advertising
- Online advertising: CareerBuilder, Craigslist, etc.
- Local colleges and universities
- Career fairs, open houses and campus recruiting events
- WorkSource Career Center
- Military Veterans Coalitions
- Community job banks, departments of rehabilitative services and unemployment offices
- Senior citizen agencies, places of worship, recruiting events specifically for veterans
- Referrals from current employees

Streamlined Recruitment

Faneuil's recruiting strategies, processes and systems, many of which are described below, are designed to reduce timelines for identifying, recruiting and hiring qualified employees.

- **Enhanced Efficiency:** The application of targeted strategies maximizes the efficiency of recruitment activities and reduces the time required to fill positions. The aptitudes of candidates and their propensity to be successful in the program are tested through core and skills-based assessments. To further enhance efficiency, responses to questionnaires completed by candidates during the application process are filtered by our Human Resources Information System to identify applicants whose responses best align with the qualifiers established for each program and position.
- **Resource Readiness:** In ensuring that hiring targets align with workforce planning timelines, local staff is supported by corporate resources to supplement recruitment bench strength as needed. On-site and remote teams will collaborate to maximize the effectiveness of recruitment activities so that results are achieved as quickly as possible.
- **Seasonal Staffing Strategy:** Faneuil works to ensure the continued availability of experienced resources by utilizing a targeted call-back process to maintain contact with high performers and applying a pre-training assessment to determine the appropriate length of training, if needed.
- **Assessments:** Qualifications of candidates are validated through assessments of aptitudes and skills that reflect the requirements of each position.
- **Interviews:** Face-to-face interviews enable evaluators to assess candidates' behavior and skills while identifying those whose qualities and qualifications best align with the needs, image and culture of client organizations. Client representatives are always welcome to participate in conducting interviews or participating in any other hiring activities.
- **Screening:** As vetted candidates move forward through the hiring process, backgrounds and references are checked, and finalists undergo drug screening. Those who successfully complete all checks receive written offers of employment, and those who accept are processed through our online system. New hires are then scheduled to attend orientation and training sessions if needed.
- **Orientation:** The objective of orientation is to align the focus of new hires with client values and expectations. The session is typically scheduled one day prior to programmatic training to allow time for the replacement of new hires who fail to report as scheduled. In addition to acclimating employees to the cultures of Faneuil and the client organization, orientation familiarizes employees with policies and procedures, as well as their respective responsibilities.



Innovative Recruitment Methods

Following are additional techniques utilized by Faneuil to widen the candidate pool and streamline the process of identifying high quality talent:

Job Analysis: Job profiles are created to incorporate required skills, aptitudes and best practices that we have applied in previous engagements for clients operating in the utility industry. Development of compensation strategies and benefits packages is based on local markets, supply and demand statistics, and wages offered by other local employers hiring for similarly skilled positions.

Social Media Mining: Staffing, like many industries, is heavily influenced by social media. Staffing companies no longer simply build pipelines – they foster communities of job seekers by providing a platform to communicate, interact and engage. Using tools like Facebook®, Twitter®, LinkedIn®, Instagram®, and Meetup®, Faneuil will develop a social media strategy to build an online community of job seekers.

CareerBuilder Recruitment Tool: CareerBuilder ads will route job seekers to the Faneuil Careers Page and then to our Human Resources Information System, which will be used to manage and track all applications and recruitment activities conducted for the program.

Data Analytics: Faneuil's Human Resources team is diligent in measuring every component of the recruiting process and applying historical conversion rates to recruitment targets for more effective planning. Market and position-specific conversion rates are based on the sequential elimination of applicants from the pool of prospects based on the results of assessments, interviews, background checks, acceptance of offer letters, and reporting as scheduled on designated start dates. These conversion rates are applied to determine recruitment targets and the projected size of the applicant pool.

Appointment-only Hiring Events: In preparation for sponsoring off-site hiring events, we partner with local organizations such as colleges and workforce development centers to host “meet and greet” sessions, conduct interviews, and begin the onboarding process. Use of an online scheduling tool enables candidates to schedule appointments to be tested and interviewed, and, if hired, to complete the required documentation.

Recruiting Beyond the Numbers

Faneuil's analytical approach to recruitment utilizes metrics as a guiding factor in our considerations. However, though the numbers are very important, Faneuil's approach is not solely process-driven. In addition to having comprehensive understanding of our target metrics and processes, our recruiting teams also recognize the importance of recruiting beyond the numbers. Recruiting, in many ways, has as much to do with attitude and approach as with metrics.

- **We are the Face of Faneuil and Our Clients:** Our recruiting teams embrace being the first Faneuil representatives many of our applicants meet when they apply. From our appearance to our messaging, we make sure our initial contact with job seekers reflects the core values of Faneuil and our clients. Our goal is to make sure that every job seeker, whether hired or not, leaves with a positive impression of Faneuil and our clients' organizations.
- **Building Long Term, Mutually Beneficial Relationships:** Regardless of the positions we look to fill, relationships with job seekers are always considered to be long term. We encourage applicants who are not selected for employment to stay in touch with us through our website career portal, by



phone, or by email. We also invite them to refer their friends or reapply themselves after they have acquired additional education or professional credentials.

- **Employment Branding:** Faneuil's business delivery is well known within the customer service industry. We strive to be recognized as an employer of choice in all our programs and in all markets. As such, we constantly look for ways to further enhance our positive relationships with employees and the job-seeking public. We also utilize positive and negative feedback to learn and continuously strengthen our employment practices. We give our employees and job seekers a voice, and we listen intently.
- **Word of Mouth:** Word of mouth advertising reduces recruitment advertising costs while also offering the advantage of attracting potential job seekers who learned of employment opportunities from trusted friends, family members and associates. Every employer wants job seekers eagerly competing for a chance to obtain jobs with his/her company. Faneuil realizes that, while word of mouth advertising is free, it requires investments in courtesy, diplomacy, and sincere respect for the life experiences and personal circumstances of people from all walks of life. In our experience, consistently positive encounters with our recruiting teams have resulted in more job seekers applying for our open positions. Through word of mouth, as well as by continuous initiatives to position Faneuil as an employer of choice, we also reach passive job seekers who are not actively looking for new opportunities but may be interested in learning more about what we offer.
- **Ethics and Fair Treatment:** Many job seekers have had negative experiences with potential employers in the past. We work diligently to ensure that all job seekers receive a fair chance to secure employment with Faneuil. We do everything we can to give them the benefit of the doubt while remaining compliant with contractual requirements and our own corporate standards. We answer as many questions as we can from applicants who were not selected so they will better understand the reasons for that outcome. Although we cannot offer employment to every applicant, we work extremely hard to ensure that all job seekers know they were treated fairly and ethically.
- **Follow Up:** We believe in "closing the gap" with all job seekers, notifying those who were not selected, as well as those who were. Most job seekers simply want to know where they stand so that if they are not chosen, they can move on. Once applicants are no longer in consideration for the positions at hand, we let them know that as soon as possible so they can look for other employment opportunities.
- **The Little Things:** Whether it's a smile from our receptionist, words of encouragement before an assessment, or helping a nervous candidate feel more at ease before an interview, we believe in the little things. As a company, we believe our positive attitude towards job seekers, being helpful whenever possible, and investing in the success of everyone we encounter sets us apart from our competitors. We also believe that attentiveness to the little things helps our recruiting team perform exceptionally well in meeting project-specific goals and deadlines.



TAB 5

Financial Information

Faneuil understands that if selected as a short-listed finalist, a Dun & Bradstreet report will be requested by the Town of Palm Beach and the cost of the report will be expected to be reimbursed to the Town of Palm Beach. We consistently maintain strong financial performance, reporting more than \$158 million in revenue for fiscal year 2017. As evidence of its financial strength, Faneuil has included a link for a 10K report for its parent company, ALJ Regional Holdings. The relevant earnings data for Faneuil has been combined in ALJ's annual audited reports and is reflected in detail under the sections noted for the Faneuil business segment. Copies of quarterly and annual reports filed by ALJ can be obtained online at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.



TAB 6

Variations/Exceptions

Faneuil takes no exceptions or variations to the requirements included in RFP 2018-55 and all services listed in the scope of services can be successfully delivered in accordance with the Town of Palm Beach's timeline.



TAB 7

Litigation Statement

From time to time Faneuil has been engaged in litigation arising out of its normal business activities. Below are the relevant details regarding both pending and closed legal matters, none of which are expected to have a material impact on the operations or finances of the business:

- a. Faneuil is currently engaged in the following legal proceedings:
 - i. Faneuil v. 3M Company. This is a contract dispute filed by Faneuil in the Circuit Court for the City of Richmond, Virginia. The matter arises from a dispute over amounts owed under a subcontract between Faneuil and 3M, in which Faneuil claims it is owed monies from 3M. 3M has filed a counterclaim in the matter. The parties are currently engaged in discovery. This litigation will not have a material impact on Faneuil's business operations.
 - ii. Trax, et al., v. Faneuil, Inc. This is a proposed class action filed by a motorist in the United States District Court for the Southern District of California. The case was filed against both Faneuil and a government client, alleging various claims relating to the collection of unpaid tolls. Faneuil has denied all liability and its Motion to Dismiss all claims remains pending before the court.
 - iii. Marshall v. Faneuil, Inc., filed in the Superior Court for the County of Sacramento, California. This is a proposed class action involving wage and hour claims. Faneuil denies all liability in the case, which remains in its very early stages.
- b. The following is a brief description of the settled or closed legal matters over the past three (3) years:
 - i. McNeil, et al., v. Faneuil, filed in the United States District Court for the Eastern District of Virginia. This was a Fair Labor Standards Act collective action brought by former Faneuil employees. The matter was settled prior to trial.
 - ii. Brown v. Transurban, et al. The case was filed in the United States District Court for the Eastern District of Virginia. This was a class action filed by a motorist in which she alleged various claims against Transurban, its collections vendor and Faneuil. The case was settled between the parties and approved by the court.
 - iii. Faneuil has also been engaged in employment-related disputes from time to time over the last five years. All such matters were settled and there have not been any findings of liability against Faneuil.



TAB 8

Experience

To the extent required by the needs of our client partners, Faneuil has provided an expansive menu of staffing services for multiple complex, highly-regulated government and commercial clients for more than 24 years. These engagements have included contracts for which we have been responsible solely for recruiting, screening, assessing, hiring, background and drug-checking, and onboarding employees who will be managed and scheduled by client staff, to full-service operations in which we have also developed and delivered training and coaching, managed and scheduled staff, and directly monitored and evaluated their performance.

Since 2016, Faneuil has provided manual and semi-skilled labor temporary staffing services for the Town of Palm Beach Recreation Department. Faneuil's Palm Beach and corporate human resource team members provide full recruiting, hiring, and management of Recreation and Tennis Attendants, as well as Maintenance Laborers. As demonstrated in our client profiles below, we are thoroughly familiar with the core competencies required by the Town of Palm Beach.

Additionally, our staffing support to other Florida entities over the years has also demonstrated our versatility in identifying and retaining talent for programs that require advanced levels of knowledge, judgement, customer service aptitude and related skill sets. These client partners and the support we currently or have previously provided include the Florida Department of Transportation (provision of trained, uniformed toll collection professionals to staff 71 plazas across 650 miles of roadway); Florida Department of Economic Opportunity (provision of call center and administrative staffing to support Florida DEO's contact center in Orlando and administrative offices in Tallahassee, Jacksonville, Ft. Lauderdale and Miami); Volusia County (provision of staff and systems to conduct sales of daily and annual passes to provide residents and visitors with access to the County's beaches and parks); and Osceola County (full outsourcing of revenue collection and maintenance services for the Osceola Parkway).



Past Performance and References

Following are profiles of several client programs for which Faneuil has provided staffing support – either as a stand-alone service or as a component of a turnkey operation. Staffing requirements of these programs are comparable to those specified by the Town of Palm Beach. Additionally, these examples illustrate the effectiveness of Faneuil’s methodologies to select, hire and manage staff for long-term employment.

Current Staffing Contracts

Town of Palm Beach Temporary Staffing Services

Project Title: Temporary Staffing Services

Project Description: The Town of Palm Beach is a municipality in Florida. Its population includes year-round residency of approximately 10,500, with seasonal peaks of about 30,000 people.

Services provided: Faneuil was retained by the Town of Palm Beach in September 2014 to provide temporary general labor and semi-skilled labor for general maintenance, including the upkeep of parks, streets and grounds, and staffing for town recreational properties, including tennis centers, a marina, a recreation center and a golf course. In fulfillment with the contract, Faneuil recruits, screens (including drug screening and background checking), selects and manages staffing for each required position, also assigning personnel to fill short-notice staffing requirements.



- Point of contact: Tim Campbell
- Email: tcampbell@townofpalmbeach.com
- Phone: (561) 533-1178

Harland Clarke Staffing Services

Project Title: Contact Center Supplemental Staffing Services

Project Description: In 2013, Faneuil began recruiting staff to fill about 100 seats in contact centers located in San Antonio, Texas, and Salt Lake City, Utah, for financial services giant Harland Clarke Corporation. Since inception, we have converted several hundred Faneuil employees to Harland Clarke’s payroll. Faneuil sources, recruits, assesses and hires prospective candidates who are intently focused on customer service and display exceptional interpersonal and “soft” skills. Faneuil also provides a full-time Human Resources Generalist within the client’s site who frequently provides effective coaching and mentoring to supplemental staff.



HARLAND CLARKE

- Point of contact: Kimberly Goldhardt
- Email: kimberly.goldhardt@harlandclarke.com
- Phone: (801) 537-1040 ext. 5641



North Texas Toll Authority (NTTA)

Project Title: Overflow Contact Center Staffing Services

Project Description: In 2014, Faneuil was selected to provide supplemental staffing within the client's facility, to enhance and provide additional staffing capacity to NTTA's current contact center. Agents assist with handling approximately 1.18M customer inquiries annually regarding account establishment or updates, payment processing and payment arrangements, etc. Agents are trained on PCI compliant processes, and SLAs include service level, first call resolution, average handle time, not ready time, average call wait, abandon calls, etc. Faneuil's core scope includes providing on-call flex capacity contact center staffing to respond to fluctuations in call volume, providing additional capacity to support customers, free up the Authority's staff for other purposes, reducing operating expenses, and backing-up NTTA's primary contact center during severe weather or other disasters.



Past Staffing Contracts

Florida Department of Economic Opportunity

After successfully implementing a completely outsourced 400-seat overflow contact center for Florida Department of Economic Opportunity, Faneuil was awarded a second contract in 2010 to provide staffing for administrative support to the department's main and administrative offices and contact center in Orlando, Tallahassee, Jacksonville, Ft. Lauderdale and Miami, Florida. Faneuil's responsibilities included transitioning 180 employees from the incumbent vendor, as well as sourcing, recruiting, assessing, hiring and training of new employees. Faneuil provided an onsite manager to ensure compliance with staff and contract performance metrics. **(Note: Although client budget restrictions have indefinitely impacted this project, DEO has elected to keep the contract with Faneuil open.)**

Dominion Energy – Staffing Services

In 2010, Faneuil opened a virtual Dominion Energy Welcome Center, a utility industry first, locating it in rural Martinsville, Va., to create jobs for qualified local residents. Promoting first call resolution, Faneuil customer care specialists process connections, disconnections, transfers and outage reports; respond to inquiries about bills, payment plans, e-billing, etc., and connect callers (especially customers who have recently moved into the service area) with other utility providers. In 2013, a new career advancement program was developed through a collaboration between Faneuil and Dominion Energy that transitions the very best of Faneuil staffing to Dominion Energy Advisor positions. The program allows Dominion Energy to bring in talent that is well-prepared and ready to work on day one while also providing customer care representatives with a clearly defined career path that encourages success and presents opportunities to secure employment with DVP.

Rappahannock Electric Cooperative (REC)

Faneuil provides immediate, long-term temporary, and temp-to-hire staffing support to Rappahannock Electric Cooperative's (REC) customer contact center operations. Customer Service Representatives assist REC customers with payments, connection/disconnection of services, emergency outages/power lines out, and maintenance. We employ industry best practices in identifying, screening and retaining prospective candidates who display the qualities and qualifications that best align with the needs, image and culture of REC.



List of Current Contracts

Included below is a listing of current contracts by industry. Program schedules vary by contract requirements.

Agency/Company Name	Scope Summary	Schedule Requirements/Hours of Operation
Transportation		
Florida Turnpike Enterprise	Manual/Revenue Toll Operations	24/7
Virginia Department of Transportation - CSC	Multi-Channel Customer Service Center supporting the E-ZPass electronic toll program	Monday – Friday 7 a.m. – 7 p.m. Eastern
North Texas Transportation Authority	Electronic Toll Operations Customer Service Contact Center	Monday – Friday 8 a.m. – 6 p.m.; Saturday 9 a.m. – 5:30 p.m. Eastern
Transurban Group LLC	Express Lanes Operation Call Center and Violation Processing	Monday – Friday 8 a.m. – 7 p.m. Eastern
South Jersey Transportation Authority	E-ZPass Customer Service Center	24/7
Virginia Department of Transportation - Powhite Parkway	Toll Collections and Temporary Staffing	Main Toll Plaza – 24/7; Ramp Plaza's Monday – Sunday 6 a.m. – 10 p.m. Eastern
Volusia County	Manual Toll Collection Operations	Monday – Thursday 7 a.m. – 12:30 a.m.; Friday, Saturday and Holidays 7 a.m. – 2 p.m. Eastern
Metropolitan Transportation Commission - 511/EL	511 Traveler Information and Express Lanes Operational Services	Monday – Friday 5 a.m. – 9 p.m.; Saturday/Sunday 10 a.m. – 6 p.m. Pacific
Miami Dade Expressway	Manual Toll Collection Operations	24/7
Metropolitan Washington Airports Authority - Dulles Toll Road	Staffing Services for Dulles Toll Road	24/7
City of Del Rio International Bridge	Toll Collection System	Not applicable
Osceola Parkway	Revenue Collection Services including the management, staffing, and maintenance of Parkway facilities	24/7
Metropolitan Transportation Commission - RRC	Walk-in Customer Service Center for alternative travel options in the San Francisco Bay area	Monday – Friday 7 a.m. – 6 p.m.; Saturday 9 a.m. – 2 p.m. Pacific
Metropolitan Washington Airport Authority	Call Center Concierge Services for Travelers	Monday – Sunday 7 a.m. – 7 p.m. Eastern
Transportation Corridor Agency	Customer Service Center	Monday – Friday 8 a.m. – 6 p.m. Pacific



Agency/Company Name	Scope Summary	Schedule Requirements/Hours of Operation
Metropolitan Transportation Commission - Clipper	In-Person Customer Service Center for the Clipper Program	Monday – Friday 7 a.m. – 7 p.m.; Saturday 9 a.m. – 2 p.m. Pacific
Utilities		
Washington Gas Light	Walk-in / Virtual Customer Contact Center Operations	Monday – Friday 8 a.m. – 9 p.m.; Saturday 8 a.m. – 4:30 p.m. Eastern
Dominion Energy - CSC	Operations of two virtual Welcome Centers for the resolution of process connections, disconnections, transfers, outage reports, bill inquiries, payment plans, and e-billing	Regular Hours: Monday – Friday 8 a.m. – 5 p.m. Eastern Emergency Calls: Monday – Friday 5 p.m. – 11 p.m.; Saturday 9 a.m. – 1 p.m. Eastern
Washington Gas Light Energy	Contact Center Operations and Back-Office	Monday – Friday 7 a.m. – 7 p.m. Eastern
Dominion Energy - Staffing	Temporary staffing for 310 seats, processing five types of call volumes	Monday – Friday 8 a.m. – 5 p.m. Eastern
Wisconsin Energy	Call Center, Back Office Exceptions, Dispatch	Monday – Saturday 6 a.m. – 6 p.m. Mountain
EPCOR Water	Call Center Operations, Collections, and Back-Office Billing	24/7
Metro St. Louis Utility	Call Center Operations and Electronic Payment	Monday – Friday 8 a.m. – 5 p.m. Central
City of Redding	Call Center Services	Monday – Friday 9 a.m. – 6 p.m. Mountain
Truckee Meadows Water Authority	Call Center Operations, Collections, and Back-Office Billing	Monday - Friday 8:30 a.m. – 6:30 p.m. Mountain
Liberty Water	Call Center Operations, Collections, and Back-Office Billing	Monday – Friday 6 a.m. – 3 p.m. Mountain
Washington Gas Light Retail	Call Center Operations responsible for following up on sales campaigns for new and existing customers	Monday – Friday 7 a.m. – 7 p.m. Eastern
SouthStar Gas	Call Center Operations and Back-Office Operations	Monday – Friday 7 a.m. – 8 p.m.; Saturday 8 a.m. – 5 p.m. Eastern
Edison Water	Call Center Operations, Collections, and Back-Office Billing	Monday – Friday 6 a.m. – 3 p.m. Mountain
American Water	Call Center Operations, Billing, Collections, and After-Hours Dispatch	Monday – Friday 6 a.m. – 3 p.m. Mountain
Roanoke Energy	Call Center Operations, Collections, and Back-Office Billing	Monday – Friday 6 a.m. – 3 p.m. Mountain
Healthcare		
Washington Health Benefit Exchange	Multi-Channel Contact Center Operations and Staffing for eligibility determination and enrollment in ACA-qualified health plans	Monday – Friday 7:30 a.m. -5:30 p.m. Pacific



Agency/Company Name	Scope Summary	Schedule Requirements/Hours of Operation
Access Health Connecticut	Contact Center Services for eligibility determination and enrollment in ACA-qualified health plans	Monday – Friday 8 a.m. – 4 p.m. Eastern
California Health Benefit Exchange	Call Center Services and Staffing for eligibility determination and enrollment in ACA-qualified health plans	Monday – Friday 8 a.m. – 4 p.m. Eastern
Access Health Connecticut - Broker Services	Broker Services for eligibility determination and enrollment in ACA-qualified health plans	Monday – Friday 8 a.m. – 4 p.m. Eastern
MNsire	Call Center Services for Eligibility Determination and Enrollment in ACA-qualified Health plans	Monday – Thursday 8 a.m. – 5 p.m.; Friday 8 a.m. – 4 p.m. Central
Centene	Contact Center Services for Medicare Related Enrollment	Monday – Sunday 7 a.m. – 8 p.m. Pacific
Commercial Clients		
Harland Clarke Staffing	Temporary Staffing Services for Harland Clarke Clients	Monday – Friday 8 a.m – 5 p.m. Mountain
Linq 3	Contact Center Services for Inbound Calls related to Kiosk and ATM Repairs	24/7
Deluxe Digital	Call Center Services to provide Quality Assurance Measures	24/7
Orvis	Retail Call Center Services	Monday – Sunday 10 a.m. – 10 p.m. Eastern
Bassett	Retail Call Center Services	Monday – Friday 8 a.m. – 7 p.m.; Saturday 10 a.m. – 7 p.m. Eastern
Government		
City of Sandy Springs	Contact Center Operation and Staffing for a Citizen Response center	24/7
Town of Palm Beach	Temporary Staffing Services for the Recreational Department and Department of Public Works	24/7
Lee County	Visitor and Convention Bureau Inquiry Processing and Fulfillment	24/7
Collier County	Visitor and Convention Bureau Inquiry Processing and Fulfillment	Monday – Friday 8 a.m. – 5 p.m. Eastern



Staffing Level and Resumes for Program Personnel

As described in **Tab 4**, Faneuil has assigned an experienced team of operations and human resource professionals to support the staffing services requested by the Town of Palm Beach. The inclusion of an Account Manager highlights one of our strengths: the involvement of our Senior Management Team. Our goal is to implement a team focus on continuous improvement in the program that adds value far beyond our expertise in temporary, temporary-to-hire, and permanent placement services for government and commercial clients nationwide. Faneuil's Account Manager, Juan Martinez, will be responsible for ensuring all of the Town's service standards and deliverables are met in a timely and cost-effective manner to ensure contract compliance. Juan will be accountable for all recruitment efforts and will support all staffing activities in compliance with the Town's policies and standards. He will make periodic visits to Palm Beach to establish an on-site presence and ensure that the performance of our employees meets all service levels and the expectations of the Town's management. Juan will be supported by Human Resource Generalists/Recruiters (2 FTE) who will be responsible for all recruiting activities and the administration of disciplinary action when necessary. In coordination with the Account Manager, the HRG/Recruiters will provide the Town with required staffing reports and invoicing. A Human Resource Coordinator (1 FTE) will work closely with the HRG/Recruiters and the corporate Benefits Specialist to carry out multiple human resources responsibilities for the program, including recruitment, onboarding, benefits administration, and employee relations. Resumes have been included for the staff who will support the Town of Palm Beach contract.

JUAN M. MARTINEZ

Veteran toll operations professional with extensive experience in human resources, operational and strategic planning, data reporting and analysis, and performance improvement. Honored twice as the Florida Turnpike's Administrative Employee of the Year in recognition of his exemplary service and commitment to the organization

KEY PROFICIENCIES

- Recognized by The Florida Turnpike as Administrative Employee of the Year for 2008 and 2010.
- Established a credentialing agreement with a vendor that has reduced background- checking costs by 60 percent.
- Responsible for achieving highest number of consecutive 100-percent audits in the company's toll operations history.

PROFESSIONAL EXPERIENCE

Faneuil, Inc., Orlando, Florida

Account/Program Manager (January 2017 – Present)

- Manage day-to-day interactions including problem resolution, contractual commitments, facilitating meetings and relationship management
- Responsible for keeping client management informed of all issues involving operations, systems or other critical elements that could impact the program operation while also ensuring the immediate implementation of effective resolution and risk mitigation strategies
- Serves as the main point of contact for any client escalations or concerns
- Liaison for client communications regarding concerns or areas of importance including performance reporting and invoicing
- Responsible for Reporting to Clients via various formats

Faneuil, Inc., Orlando, Florida

Operations Analyst (October 2014 – January 2017)

- Full Cycle Recruitment
- Internal Auditing and Compliance
- Responsible for Reporting to Clients via various formats
- Administrator of Biometric Time Management Structure and Maintenance
- Responsible for MBE Procurement, Compliance and Reporting

Kingsbridge Heights Community Center, Bronx, New York

Administrator (January 2014 – October 2014)

- Supervised centralized Call Center operations, including staffing, employee relations and productivity
- Responsible for 24 employees, who scheduled and staffed regional locations. Responsible for reporting on performance matrices to Senior Management
- Monitored Customer Service Specialist calls remote and side-by-side; gave feedback to improve performance and to ensure continuous improvement to customer experience
- Monitored scheduling system to ensure all shifts are filled and to be proactive to system issues and solutions
- Conducted interviews when non-compliance of policy and procedures are found

Faneuil, Inc., Orlando, Florida

Business Coordinator, Human Resources Coordinator (September 2007 – December 2013)

- Responsible for achievement of the most 100 percent audits in the company's toll operations history
- Recognized by the Florida Turnpike as the Administrative Employee of the Year for 2007 and 2010
- Established a credentialing agreement with a vendor – still in place today – that has resulted in a 60-percent reduction in background-checking costs
- Assisted with recruitment and walk-in interviewing procedures
- Scheduled meetings and interviews as requested by the Human Resources Generalist
- Conducted orientation sessions and explained benefits enrollment for new hires

- Submitted requests and assisted with employee background checks
- Supported management staff during the preparation of employees' performance reviews
- Verified I-9 documentation to ensure accuracy and timeliness of information provided
- Prepared new employee files for document management system

EDUCATION

- Human Resources Management Studies – Touro College, New York, NY

CARRIE ANADIOTIS

Human Resources operations and strategic leader, and proactive business partner to senior management to guide in the development of performance, customer and market-driven organizations. Demonstrated effectiveness in providing vision and counsel in steering organizations through accelerated growth as well as in turning around under-performing businesses. Proven leader with outstanding organizational, customer service, and communication skills.

KEY PROFICIENCIES

- Human Resources
- Business Operations
- Employee Relations
- Organizational Development
- Technical Training
- Recruiting
- Staffing
- Scheduling
- Project Management
- Coaching
- Career Development

PROFESSIONAL EXPERIENCE

Faneuil, Inc., Jupiter, Florida

Human Resources Generalist, Florida Turnpike Enterprise (April 2017 – Present)

- Source, screen, and evaluate candidate applications/resumes for qualifications.
- Offer positions to candidates, prepare offer letters and complete employee on-boarding.
- Conduct New Hire Orientation classes and explain benefit enrollment for new employees.
- Main point of HR contact for 100+ employees.
- Assist with mediation, conflict resolution, scheduling, payroll, etc.
- Assist operations management with HR policy adherence, disciplinary actions, documentation, and investigations regarding HR policy violations.
- Utilize HRIS including Applicant Tracking System, Payroll, and Time and Attendance software.

Island Cay at Clearwater Beach, Clearwater, Florida

Human Resources Assistant & Housekeeping Supervisor (October 2016 – March 2017)

- Assisted management in creating job descriptions, screening, interviewing and evaluating applicants.
- Calculated and inputted payroll hours into ADP system.
- Ensured the staff was properly equipped with the knowledge and skills to achieve job expectations by holding meetings, performing demonstrations, and conducting hands on training.
- Supervised housekeeping cleaning techniques and performed guest room inspections, with high attention to detail, to ensure hotel safety standards were met.
- Resolved issues or concerns with all departments to ensure the highest level of guest satisfaction is achieved.
- Issued room cleaning assignments, including special projects and deep cleaning, to housekeepers by carefully analyzing daily reports and guest reviews, prioritizing tasks, time management, and acknowledging each housekeeper's strengths and abilities.

Painting With A Twist, Altamonte, Florida

Human Resource Consultant (March 2016 – March 2017)

- Measured and tracked work performance.
- Trained, coached and developed employees.
- Motivated and inspired team to achieve productivity goal.

Residence Inn by Marriott, Clearwater, Florida

Guest Service Agent (March 2016 – October 2016)

- Greeted all guests with a friendly smile and warm welcome to provide a memorable first impression and increase overall satisfaction.
- Managed guest arrivals and departures, including processing payments and noting requests.
- Coordinated with all departments to ensure superior guest satisfaction.
- Responded to guest inquiries related to reservations, amenities, and local attractions.

- Prepared daily housekeeping reports and assigned rooms cleaning lists to housekeepers.
- Assisted Housekeeping Supervisor in conducting rooms inspections prior to guests' arrival to ensure all brand standards are met.

Marco Polo Publications, Inc., St. Petersburg, Florida

Social Media and Customer Relations Manager (October 2012 – April 2015)

- Manager and key contributor to the Company's social media accounts.
- Constructed excel spreadsheets to track and analyze user engagement of all corporate social media accounts to increase brand recognition, customer engagement, and company website traffic.
- Regularly contacted clients to ensure they're satisfied with company's service.
- Trained and on-boarded newly hired Customer Service Representatives.
- Created the Company's Customer Service Guidebook for current and new employees.

Pacific Sunwear, Tallahassee/Brandon, Florida

Assistant Store Manager (October 2010 – October 2012)

- Cultivated an exciting store experience for associates and customers.
- Promoted employee growth through training and skills assessments.
- Reviewed applications and conducted interviews with potential sales associates.
- Led and motivated associates to provide exceptional service and exceed target sales goals.

EDUCATION

- Florida State University, Tallahassee, FL
 - B.S. Human Resource Management, minor in Hospitality Management, 2015
 - B.S. Business Management, 2010

ANABEL RUIZ

Accomplished strategist with more than eight years of experience building and reinvigorating human resources and business processing operations for a diverse range of organizations. Specialties include designing and implementing innovative employee engagement strategies to support small and large organizations across multiple locations.

KEY PROFICIENCIES

- Human Resources
- Business Operations
- Employee Relations
- Organizational Development
- Technical Training
- Recruiting
- Staffing
- Scheduling
- Project Management
- Coaching
- Career Development

PROFESSIONAL EXPERIENCE

Faneuil, Inc., Jupiter, Florida

Senior Human Resources Generalist (May 2015 – Present)

- Extensive Knowledge of Employment Laws at State and Federal levels, including Cobra, HIPAA, FLSA, and ADA.
- Maintain all Human Resources functions and responsibilities for workforce of over 500 employees.
- Experienced in Internet research, Ultipro, Kronos, Valiant, PeopleWorks, and other related software.
- Proficient in all employment disciplines, including recruitment, staffing, scheduling, coaching, and career development.
- Monitor different metrics and reports to make business decisions based on operational needs.
- Conducts employee orientation and training.
- Guides employees' professional development.
- Advises on employment and regulatory compliance issues.
- Administers employee safety, welfare, wellness and health programs.
- Develops and maintains effective relationships with employees, employment agencies and other recruitment resources.

DD's Discount, Port St. Lucie, Florida

Assistant Manager (October 2013 – May 2015)

- Managed the hiring process, making sure the store was 100 percent staffed.
- Processed I-9's and facilitated the on-boarding process and maintained employee's files.
- Accountable for driving sales and maintained business operations.
- Ensured adherence to store policies, procedures, and controls.
- Planned, organized, and delegated work among staff.
- Responsible for recruiting, scheduling and controlling payroll.
- Measured and tracked employee's performance.

Ross Dress for Less, Stuart, Florida

Area Supervisor (November 2009 – October 2013)

- Measured and tracked work performance.
- Trained, coached and developed employees.
- Motivated and inspired team to achieve productivity goal.

EDUCATION

- Saint Leo University, Saint Leo, FL - Currently enrolled in MBA program
- Corporations Indian River State College, Fort Pierce, FL - Bachelor's Degree in Organizational Management
- Corporations Indian River State College, Fort Pierce, FL - Associate of Arts in Business Administration

MOLIERE CEUS

Proactive business partner to management to guide in the development of performance, customer and market-driven organizations. Demonstrated effectiveness in providing vision and counsel in steering organizations through accelerated growth as well as in turning around under-performing businesses. Proven leader with outstanding organizational, customer service, and communication skills.

KEY PROFICIENCIES

- Human Resources
- Business Operations
- Employee Relations
- Organizational Development
- Technical Training
- Recruiting
- Staffing
- Scheduling
- Project Management
- Coaching

PROFESSIONAL EXPERIENCE

Faneuil, Inc., Orlando, Florida

Proposed Human Resource Coordinator

- Source, screen, and evaluate candidate applications/resumes for qualifications.
- Offer positions to candidates, prepare offer letters and complete employee on-boarding.
- Conduct New Hire Orientation classes and explain benefit enrollment for new employees.
- Main point of HR contact for employees.
- Assist with mediation, conflict resolution, scheduling, payroll, etc.
- Utilize HRIS including Applicant Tracking System, Payroll, and Time and Attendance software.

Taco Bell, Lake Worth, Florida

Manager (January 2010 – March 2017)

- Checked to see that all food prices were accurate.
- Maintained updated database tracking available supplies.
- Ensured that cash drawers balanced at the end of each day.
- Reviewed applications conducted interviews and often made hiring decisions.
- Prepared employee schedules and ensured sufficient staffing for all shifts.

Applied Card Systems, Boca Raton, Florida

Customer Account Specialist (May 2008 – December 2008)

- Responsible for all customer inquiries and questions.
- Provided excellent customer service at all times.
- Followed up on customer inquiries by taking specific action in a timely manner.
- Resolved customers issues on first call.
- Entered data from customers various software programs.
- Communicated with UPcustomers to resolve their inquiries.
- Performed other related duties and assignments as required and as assigned by supervisor.
- Exercised retention efforts when appropriate.

EDUCATION

- Bachelor's Degree in Management Information Systems - January 1998, Florida Atlantic University, Boca Raton, FL



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

COST PROPOSAL PAGES

Percent of Markup over the hourly rate	<u>28.8</u> %
Other fees/charges (explain)	\$ <u>0</u>

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

*SIGNATURE: Anna Van Buren Date: October 4, 2018

Name: Anna Van Buren Title: President and CEO

Company: Faneuil, Inc. ^{Printed} Address: 2 Eaton Street, Ste 1002

City: Hampton ^{Legally registered name} State: VA Zip: 23669

Telephone No: (757) 722-6315 Fax No: (757) 722-5293 Email: anna.vanburen@faneuil.com

Federal ID #: 04-3253864 Dun Bradstreet #: 92-951-1863

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

Name of Company Representative: Anna Van Buren

Address: 2 Eaton Street Ste 1002, Hampton, VA 23669

Phone Number: (757) 722- 6315 Fax Number: (757) 722-5293

E Mail: anna.vanburen@faneuil.com Date October 4, 2018

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

Addendum No. 1 Dated: 09/27/18 Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

PROPOSER'S QUALIFICATIONS

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

1. Legal Name and Address:

Name: Faneuil, Inc.

Address: 2 Eaton Street, Ste 1002

City, State, Zip: Hampton, VA 23669 Phone (757) 722-6315 Fax: (757) 722-5293

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

3. If Corporation, state: Date of Incorporation: Sept 30, 1993 State in which Incorporated: Delaware

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

5. Name and Title of Principal Officers

Date Elected:

Anna Van Buren, President and CEO

2009

Alden Eldredge, Secretary

2013

Robert Nash, Chief Operating Officer

2018

6. The Vendor's length of time in business: 25 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 13 years

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

Name Not applicable

Percentage of Interest:

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

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

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



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250 S CENTRAL BLVD Ste 108
JUPITER, FL 33458

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0014 EMPLOYMENT AGENCY	BAKSH PATSY		B18-510865 - 09/14/18	\$33.00	B40130749

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200904474
EXPIRES: SEPTEMBER 30, 2019

B3 - 1105

FANEUIL INC
FANEUIL INC
250 S CENTRAL BLVD STE 108
JUPITER, FL 33458

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Form

W-9(Rev. November 2017)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.****1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Faneuil, Inc.****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.**2 Eaton Street, Suite 1002****6** City, state, and ZIP code**Hampton, VA 23669****7** List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or**Employer identification number**

0	4	-	3	2	5	3	8	6	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►*Donna W. Fish*

Date ►

*10/2/18***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

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

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

This Certification is submitted by Anna Van Buren **the**
(Individual's Name)

President and CEO **of** Faneuil, Inc.
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

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

October 4, 2018
Date

Anna Van Buren
Signature



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

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

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

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Staffing Services
The Town of Palm Beach	Date(s):	10/01/13 - 09/30/19
951 Okeechobee Road, Ste D West Palm Beach, FL 33401	Amount:	\$358,000
	Contact:	Tim Campbell
	Telephone No:	(561) 533-1178
	Email:	tcampbell@townofpalmbeach.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Overflow Contact Center Staffing Serv
North Texas Toll Authority	Date(s):	02/18/15 - 02/19/19
5900 W. Plano Parkway, Plano TX 75093	Amount:	\$2MM
	Contact:	Brian Dunn
	Telephone No:	(414) 847-3774
	Email:	bdunn@duncansolutions.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	Contact Center Supplemental Staffing Ser
Harland Clarke Staffing Services	Date(s):	04/15/13 - 12/31/18
10931 Laureate Drive, San Antonio, TX 78249	Amount:	\$1MM
	Contact:	Kimberly Goldhardt
	Telephone No:	(801) 537-1040 Ext. 5641
	Email:	kimberly.goldhardt@harlandclarke.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	Contact Center Operation and Staffing
Orvis	Date(s):	10/23/18 - 02/02/19
1711 Blue Hills Drive, Roanoke, VA 24012	Amount:	\$1,118,523.00
	Contact:	Lisa Lavin
	Telephone No:	(540) 494-6499
	Email:	lavinl@ORVIS.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	Contact Center Operation and Staffing
City of Sandy Springs	Date(s):	12/01/13-06/30/18
1 Galambos Way, Sandy Springs, GA 30328	Amount:	\$519,811
	Contact:	Sharon Kraun
	Telephone No:	(770) 206-1473
	Email:	skraun@sandyspringsga.gov
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

Company Name: Faneuil, Inc.

Additional references may be provided by attachment.



TOWN OF PALM BEACH

RFP No. 2018-15

TEMPORARY PERSONNEL SERVICES

LIST OF PROPOSED SUBCONTRACTORS

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

Name and Address of Subcontractor	Scope of Work	License #
1. None		
2.		
3.		
4.		
5.		

Signature and Date  October 4, 2018

Title/Company President and CEO / Faneuil, Inc.



FANEIN-C01

JDAMRON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Meter Insurance Group Houchens Insurance Group 505 Wellington Way Lexington, KY 40503		CONTACT NAME: PHONE (A/C, No, Ext): (859) 263-2771 FAX (A/C, No): (859) 263-1999 E-MAIL ADDRESS:		
INSURED Faneuil, Inc. 2 Eaton Street Suite 1002 Hampton, VA 23669		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Liberty Mutual Fire Insurance Company		23035
		INSURER B : Liberty Insurance Corporation		42404
		INSURER C : Liberty Mutual Insurance Company		23043
		INSURER D : Federal Insurance Company		20281
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒	TB2631510701028	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 50,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						EBL AGGREGATE \$ 1,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$						
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	☒	TH7631510701048	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WA563D510701018	09/30/2018	09/30/2019	☒ PER STATUTE ☐ OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Crime		82373079	09/30/2018	09/30/2019	Ret. \$150,000 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Palm Beach is additional insured by written contract with respects to the general liability with this insurance as primary & non-contributory in accordance with the policy provisions. A waiver of subrogation applies to the general liability, auto liability & the employers liability in the state of FL & states allowed by law or statute with respects to The Town of Palm Beach including its agents, officers, past & present employees, elected officials & representatives as in their written contract. Longshoremen's/Harbor Workers' Compensation Act applies to the workers compensation.

Crime Policy #82373079 Federal Insurance Co. 9/30/18-9/30/19, Limit \$20,000,000 w/\$150,000 Retention

Crime Policy Limits Breakdown:

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Town of Palm Beach 360 S. County Rd. Palm Beach, FL 33480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**TOWN OF PALM BEACH
RFP No. 2018-55**

TEMPORARY PERSONNEL SERVICES

Addendum No. 1

This addendum shall modify and become a part of the original Solicitation Document.

The proposal due date remains October 4, **2018, at 2 p.m.** The purpose of this addendum is to provide modifications to the scope of services, clarifications and answers to questions received:

QUESTIONS

Question 1: Present vendor(s)?

Answer 1: Appleone Employment Services;

Question 2: Who is/are the current vendor/s?

Answer 2: Appleone Employment Services;

Question 3: Please provide name of the current vendor(s) providing the services and how are the current services being procured:

Answer 3: Appleone Employment Services. They were procured by a previous RFP process.

Question 4: Which firms are you currently working with for staffing services?

Answer 4: Appleone Employment Services;

Question 5: Please provide a copy of the proposal of all current vendors providing services, including rate/cost sheets.

Answer 5: See attached.

Question 6: Award date(s)?

Answer 6: August 28, 2013

Question 7: Hourly billing rates for each category at the time of award?

Answer 7: Range \$17.81 - \$25.89 includes markup over hourly rate, which is 37%.

Question 8: Current billing rates?

Answer 8: Range \$17.81 - \$25.89

Question 9: What are the bill and pay rates under the current contract?

Answer 9: Range \$17.81 - \$25.89 includes markup over hourly rate, which is 37%.

Question 10: What are your current pay rates for each position and do you wish to maintain the existing pay rates:

Answer 10: Range \$17.81 - \$25.89. Dependent on the qualification of the assigned person.

Question 11: Prevailing/Living wage requirements at time of award?

Answer 11: No requirement.

Question 12: Bid tabulation from current award?

Answer 12: See attached

Question 13: What is the current budget for the contract?

Answer 13: Unknown. In fiscal year 2018, year to date (October through August), total expenditures were approximately \$75,000.00. It is neither expressly implied nor guaranteed that the amounts shown will be achieved in the next contract period.

Question 14: What is the annual budget over the term of the new contract?

Answer 14: Unknown.

Question 15: What is the anticipated annual and total spend for this contract?

Answer 15: Unknown.

Question 16: How much was spent (dollar value) on this service last year?

Answer 16: In fiscal year 2017 (October through September) the Town utilized temporary clerical staff in a variety of positions and the total expenditures were approximately \$79,000.00.

Question 17: How much was spent on temporary staffing services in 2016, 2017 and 2018 YTD (for the services requested under this RFP?

Answer 17: FY16 \$46,700.00; FY17 \$79,000.00; FY18 YTD \$75,000.00.

Question 18: How much is intended to be spent once the contract is awarded:

Answer 18: Unknown.

Question 19: How many employees currently work under this contract?

Answer 19: Three.

Question 20: How many temporary employees are currently utilized?

Answer 20: 3.

Question 21: How many temporary assignments were placed in 2017? Anticipated for end of 2018? Anticipated for 2019?

Answer 21: FY17 – 4; FY18 – 5; FY19 – unknown.

Question 22: How many temporary assignments were placed in 2017? Anticipated for end of 2018? Anticipated for 2019?

Answer 22: 2017 – 1; 2018 – 2; 2019 – unknown.

Question 23: How many vacancies currently exist for permanent employees (if contract involves direct hire/perm recruitment)?

Answer 23: There are currently 3 in the position types covered by the Scope of Services. Currently there are 39 total Town-wide including Public Safety and specialized positions. Zero.

Question 24: How many vendors will be awarded as a result of this solicitation?

Answer 24: Two.

Question 25: Can the vendor pass through the any background, drug testing costs to the County?

Answer 25: See 'Cost Proposal Page' row titled 'Other Fees/Charges (explain)', and if it is part of the Proposer's cost then enter this information in this row.

Question 26: How many temporary employees will work per category?

Answer 26: At this time it is unknown.

Question 27: What is the estimated need of hours per week for temp staff?

Answer 27: Normally 40 hours per week.

Question 28: Will this contract require the pay rolling of current employees?

Answer 28: No.

Question 29: Is the subcontracting a mandatory requirement for this contract?

Answer 29: No.

Question 30: Can an MBE/Minority firm self-satisfy the subcontract goals?

Answer 30: Yes, though there are no subcontracting goals.

Question 31: Is a FL business registration required?

Answer 31: page 8, part 1-16 Licenses reads, "Proposers, both corporate and individual must be fully licensed in the State of Florida at the time of RFP submittal."

Question 32: Is there any mandated PTO or Supplemental benefits/ Living Wage/ Prevailing Wage?

Answer 32: None.

Question 33: What is the average turnover rate per each position/how-long do assignments last generally?

Answer 33: Not tracked. 1 week to 6 months.

Question 34: Are the positions going to be subject to any minimum wage increase over the course of the contract?

Answer 34: Federal or State Minimum Wage Increases would be at cost only, and would not entertain increase to unemployment rate.

Question 35: Do the proposals have to be bound? If so how would you like them bound?

Answer 35: Professionally presented. The proposal should contain tabbed sets in the same order as the information requested within.

Question 36: If applicable, can the Town be utilized as one of respondent's five references?

Answer 36: Yes.

Question 37: When does the Town anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

Answer 37: Approximately November 2018.

Question 38: Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the Town?

Answer 38: See 'Cost Proposal Page' row titled 'Other Fees/Charges (explain), and if it is part of the Proposer's cost then enter this information in this row.

Question 39: Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the Town?

Answer 39: No.

Question 40: With respect to Affordable Care Act (ACA) costs, would the Town prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's mark-up rates? Please clarify.

Answer 40: Incorporated directly into each respondent's mark-up rate.

Question 41: If government-mandated cost or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Answer 41: Yes.

Question 42: Is there any preference to the local vendors?

Answer 42: No.

Question 43: What are the most frequently used job categories in the subject matter RFP?

Answer 43: Administrative Assistant.

Question 44: Is this the first time going to RFP for temporary staffing services?

Answer 44: No.

Question 45: Are the positions listed in Scope of Work Section C the only positions that will need to be filled? Which Town departments will assignments be needed?

Answer 45: Yes. The Town has eight Departments: Fire-Rescue; Police; Human Resources; Public Works; Recreation; Planning, Zoning & Building; Finance and the Town Manager's Office.

Question 46: Do you currently outsource these positions?

Answer 46: No.

Question 47: How much do you spend on outsourcing each year?

Answer 47: \$0.

Question 48: How many hours will the positions work each day?

Answer 48: Historically 8 hours per day.

Question 49: How many workers do you need for each position?

Answer 49: Historically one per position.

Question 50: How many days will each position work in a year?

Answer 50: Unknown.

Question 51: Can you please share the job descriptions:

Answer 51: See Part II, Nature of Services Required, section 2-2 Scope of Work, item C Job Titles, Job Descriptions and Minimum Requirements or, you may go to:

<https://www.governmentjobs.com/careers/palmbeachfl/classspecs>

Question 52: What training do you require?

Answer 52: Training is not required but the person assigned must be capable of performing tasks within the assigned position.

Question 53: What other qualifications are required for workers:

Answer 53: On a rare occasion, the Town may require the assigned person to accept cash. In this instance a credit check, paid by the contractor, will be required.

Any questions concerning this document should be addressed to Purchasing via facsimile to (561) 835-4688 or e-mail to: ebitteker@townofpalmbeach.com

Eugene M. Bitteker
Buyer

All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.

Company Name: Faneuil, Inc.

Address: 2 Eaton Street Ste 1002, Hampton, VA 23669

City, State, and Zip Code:

Anna VanBuren

Authorized Signature:
Anna VanBuren, President and CEO

Print Name and Title:

Telephone: (757) 262-9600 Date: October 1, 2018



 **ORIGINAL**

RFP No. 2018-55

Town of Palm Beach

Temporary Personnel Services

Response Due Date/Time:

October 4, 2018 / 2:00pm ET

Submitted to:

Town of Palm Beach
Purchasing Office
951 Okeechobee Road, Suite D
West Palm Beach, FL 33401
Attention: Eugene M. Bitteker, Buyer

Submitted by:

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
Carlton G. Bryant, Executive Vice President
Government Solutions Division
16371 Beach Boulevard, Suite 240
Huntington Beach, CA 92647

Principal Office/Headquarters

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
327 West Broadway
Glendale, CA 91204
(800) 872-2677

All data and information contained herein and provided by AppleOne in response to the Town of Palm Beach is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of AppleOne.



RFP No. 2018-55

Town of Palm Beach

Temporary Personnel Services

Response Due Date/Time:

October 4, 2018 / 2:00pm ET

Submitted to:

Town of Palm Beach
Purchasing Office
951 Okeechobee Road, Suite D
West Palm Beach, FL 33401
Attention: Eugene M. Bitreker, Buyer

Submitted by:

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
Carlton G. Bryant, Executive Vice President
Government Solutions Division
16371 Beach Boulevard, Suite 240
Huntington Beach, CA 92647

Principal Office/Headquarters

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
327 West Broadway
Glendale, CA 91204
(800) 872-2677

All data and information contained herein and provided by AppleOne in response to the Town of Palm Beach is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of AppleOne.



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(TAB 10) Forms	45
Executed copies of Proposers Qualifications, Drug Free Workplace, References, Sub Contractor List and Insurance verification.....	45
Verification of compliance such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award.	52



(TAB 3) Transmittal/Introduction Letter

Per the requirement of this solicitation, AppleOne has included the Transmittal/Introduction Letter immediately following this page.



Transmittal/Introduction Letter

4 October 2018

Town of Palm Beach
Purchasing Office
951 Okeechobee Road, Suite D
West Palm Beach, FL 33401
Attention: Eugene M. Bitteker, Buyer

RE: Response to Request for Proposal –Temporary Services

Dear Mr. Bitteker,

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services (AppleOne) welcomes the opportunity to present our services to the Town of Palm Beach (Town). As one of the largest privately held human capital management companies in the United States, AppleOne has over 200 offices throughout North America to support recruiting and bring local labor market knowledge and talent to the Town.

MANAGING BRANCH INFORMATION

AppleOne will provide the Town with day-to-day project management from our AppleOne office in West Palm Beach, Florida located at 1641 Worthington Road Suite 130, West Palm Beach, FL 33409, where primary point of contact and **Project Manager, Lisa Cavanagh** will facilitate follow-up and follow through, attend meetings, coordinate resources, services and support and is available directly at (561) 683-6868 or lcavanagh@appleone.com.

This location has eleven (11) full time staff, and while some are focused on the areas of Engineering and Technology, all of them can recruit for every skill sets. Additionally, our West Palm Beach team can be supported as needed by our other local branches located in Cypress Creek and Miami. The addresses of these branches are provided below.

AppleOne Cypress Creek
500 Cypress Creek Rd., Ste. 150
Fort Lauderdale, FL 33309

AppleOne Miami
6100 Blue Lagoon Drive, Ste. 180
Miami, FL 33126

CONTRACTUAL POINT OF CONTACT & CORPORATE INFORMATION

Howroyd Wright Employment Agency, Inc., dba: AppleOne Employment Agency will be the entity interested in the proposal as principal. Our branch locations are directly supported by AppleOne's dedicated Government Solutions Division, which provides service to public sector entities and educational institutions nationwide, and emphasizes the importance of quality and cost-effectiveness for its clients. Our principal office is located at 327 West Broadway, Glendale, California 91204. For all contractual matters concerning this solicitation and the RFP process, I will serve as the primary point of contact for the Government Solutions Division.

Carlton G. Bryant, Executive Vice President

Government Solutions Division
1999 West 190th Street
Torrance, CA 90504

Phone: (310) 750-3400
Fax: (310) 750-1111
cbryant@appleone.com

AppleOne will provide the Town with excellent service that presents lasting solutions while remaining cognizant of the taxpayer's dollar.



NON-COLLUSION & PROPOSAL VALIDITY PERIOD

AppleOne's proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. AppleOne agrees that our proposal will remain in effect for no less than one-hundred and eighty (180) days. We also acknowledge receipt, review of this solicitation, and all Amendment(s) issued by the Town.

UNDERSTANDING OF NATURE OF SERVICES REQUIRED

As evidence of our understanding of the Statement of Needs, AppleOne provides the Town with the following:

- A proven track record with similar work completed for other government and public sector entities across a diverse range of job classifications, including those specifically in West Palm Beach.
- Flexibility in the provision of urgent requests due to planned or unplanned absences in order to mitigate workflow interruptions.
- As an incumbent vendor to the Town, we have direct experience and expertise in expeditiously sourcing, screening, and providing top quality candidates within 48 hours.
- Capable, knowledgeable staff and a proven organizational structure aligned with project/program activities. We pride ourselves on being an honest broker for our customers – AppleOne puts the Town's needs first.
- A management approach including experienced staff and customized reporting.
- Strict compliance with and implementation of regulations regarding work authorization in accordance with applicable State and federal laws, rules and regulations.

AppleOne's highly regarded five-decade track record and strong knowledge base will be utilized with the Town program. AppleOne possesses the business acumen to work with various internal and external team members engaged in complex initiatives.

AGENCY QUALIFICATIONS

As a current staffing supplier for the Town, AppleOne understands the purpose of the Town's Temporary Personnel Services request and will continue providing the Town with uninterrupted augmentation of as-needed administrative, technical, and professional staff for any of the Town's eight (8) departments. AppleOne has hundreds of professional and technical staff within the immediate and surrounding areas of the Town and thousands of employees nation-wide, available to meet immediate needs. AppleOne will continue to work closely with the Town in the provision of clerical, secretarial, data entry operators, account clerks, and various temporary office services.

AppleOne has distinguished itself from our industry competitors through our outstanding services and technological capabilities, which are customized to meet the specific needs of our each client. AppleOne's innovative approach to the staffing services industry has made us the industry leader in managed services support and technology. Our success is based on staffing industry experience and on the following key differentiators:

- AppleOne provides our clients with a single-point-of-contact for staffing and support. We provide staff on an individual or project basis. AppleOne's full spectrum of staffing and support programs includes: recruitment, job screening, evaluations, reference checks, background and drug investigation, education verification and DMV searches. AppleOne can coordinate and manage all sub vendor relationships nationally or globally, through centralized management and world-class networked systems.
- Technology has a key role in the success of AppleOne's service offerings. AppleOne achieves the highest level of effectiveness and economy in delivering precisely targeted staffing solutions by integrating all staff member's experience and expertise with cutting-edge technological resources.
- Each member of our management staff is empowered to make immediate management decisions in order to promote responsive and versatile service. Although AppleOne is a large, multi-divisional corporation, we sidestep the bureaucracy and inertia that weighs down many larger staffing agencies. Responsibility for client satisfaction begins at the account manager level.



- AppleOne is a wholly owned subsidiary of The ACT•1 Group, Inc., the largest woman, minority-owned staffing services firm in the United States. Both AppleOne and ACT•1 are certified as Minority Business Enterprises (MBE) by the National Minority Supplier Development Council (NMSDC) through our home council in Southern California. Additionally, we are certified as a Woman-owned Business by the Women's Business Enterprise National Council (WBENC).
- AppleOne is ISO 9001:2015 certified and adheres to strict, internationally recognized guidelines of quality and process development. AppleOne's ISO certifications assure our clients that AppleOne has implemented and maintains a consistent, repeatable process for the engagement and management of temporary workers and staffing suppliers.

Our project and programs staff will continue to implement what has been successful, as well as identify and resolve potential issues should they arise. We also, as part of our commitment to knowledge transfer, will continue working with Town staff to incorporate the most useful aspects of our methodologies and activities into internal department efforts. We have developed an overall strategy and approach that addresses the Town's priorities and demonstrates our value to the contract.

Thank you for considering AppleOne for your ongoing temporary personnel needs. We look forward to continuing our work with the Town, and will do everything necessary to ensure that AppleOne contract delivery remains positive, productive and long-term, and most importantly, fulfills the objectives of the Town. Sincerely,

Carlton G. Bryant, Executive Vice President
Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services



(TAB 4) Detailed Technical Proposal

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

MANAGEMENT APPROACH OVERVIEW

AppleOne's approach to providing services to the Town is comprehensive, and based upon our decades of experience of public sector service. Our service plan includes the following key components.

Account Management

AppleOne offers proven processes and procedures that have been used effectively to provide highest quality, professional staffing services for its public sector client base. Our account management approach incorporates implementation, transitioning of current temporary employees and/or on-site support as needed.

Job Order Fulfillment

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. In addition, AppleOne can customize our recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available.

Candidate Sourcing and Assessment

One of the reasons for AppleOne's continued success in quickly supplying high-quality staff is our recruiting and matching processes. AppleOne employs management practices designed to quickly recruit and hire skilled professionals for any position, which is critical to our business success.

Background Screening

Prior to sending an employee to work for the Town, the AppleOne Account Management team, in conjunction with the appropriate Town representative(s), will evaluate what pre-employment background screening will be utilized. AppleOne assures the Town that our screening services will meet the most rigorous requirements.

Quality Assurance

To ensure that our performance meets the Town requirements, AppleOne will use the processes established in our proven Quality Control Program. The overall purpose of AppleOne's Quality Control Program is to guarantee that AppleOne provides its clients, such as the Town, with the level of service they expect from a leader in the employment services industry.

Billing and Invoicing

AppleOne will process all time sheets and paychecks and provide the Town with accurate, concise and timely invoices. If the Town requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate Town representative(s) to modify its invoice process and ensure that AppleOne remains fully compatible with the invoice processing requirements of the Town. This includes the related invoicing and management reports as required by the Town.



In addition to our *Candidate Sourcing and Assessment* processes, which are discussed further in **Sections B and D**, the following detailed service plan is tailored to ensure that AppleOne meets the Town's service requirements.

PRE-EMPLOYMENT SCREENING

Prior to sending an employee to work for the Town, AppleOne's account management team, in conjunction with the appropriate Town representative(s), will evaluate what pre-employment background screening will be utilized. To assure that AppleOne's clients receive the best temporary associates in an efficient manner, AppleOne utilizes our sister company, *A-Check Global*, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check's services are available for AppleOne's temporary associates as well as the Town's permanent employees. Following is a description of the services that can be provided by A-Check Global:

BACKGROUND CHECK (IF ALLOWABLE)

Criminal Felony/Misdemeanor – 7 years	This includes a one (1) County, one (1) name, criminal record search of felony records, and will include misdemeanor records when available. All information will be obtained at the courthouse by a dedicated City researcher unless direct connection to the courthouse is established. Five (5) and 10 year options are also available upon request.
Criminal Search - National Federal – 7 years	This search includes a one (1) name federal criminal record search of federal records. All information will be obtained through the Federal Public Access to Court Electronic Records (PACER) system with on-line direct connection to records and dispositions. Five (5) and 10 year options are also available upon request.
National Criminal Database Search – 7 years	This search includes one (1) name. A-Check Global's National Criminal Database search (NATCRIM) includes over 250 million criminal records from all fifty states, the District of Columbia and Puerto Rico. This database search perfectly complements county courthouse searches by increasing the chances of catching additional criminal data from places of work or residence not disclosed during the application process. Results are available within minutes when ordered via A-Check Direct™ and all information reported is FCRA compliant. Five (5) and 10 year options are also available upon request.
National Sex Offender Registry	While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, oftentimes sexual offenders will relocate where their criminal records will not reflect the offense. Information returned from sexual offender registry inquiries may include: name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).
County Civil Records Search	This includes one county, one name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions and case outcome.
Compliance Link Search	Comprehensive list of Compliance searches available upon request.
Motor Vehicle Records - Driver's Report	Depending on state law, this search will reveal a three (3) to five (5) year driving history. Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions.
Professional Reference	A-Check will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with a former supervisor or personnel department.
Employment Verification- Plus	Contact up to three (3) times daily, will be made for up to three (3) Days. Documentation will be requested from the applicant for any verifications of employment not obtained.



BACKGROUND CHECK (IF ALLOWABLE)

	A-Check will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. Information will be obtained through phone interviews with former supervisor or personnel department. Pricing is per individual screened. <i>**Additional fee may apply if previous employer charges a fee for release information or uses a records clearinghouse.</i>
Education Verification– Basic	Contact up to three times daily, will be made for up to three (3) Days. This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. Pricing is per individual screened. <i>**Additional fee if transcripts are requested. Additional fee may apply if educational institution requires use of a records clearinghouse.</i>
Professional License Verification	This search verifies a professional license or professional certification. Additional fee if transcripts are requested or if educational institution/licensing body requires use of a records clearinghouse.
Credit Report	This report provides information into a person's financial background. It also provides present and past addresses, current and past employers, and verifies and identifies users of the social security number provided.
Social Security Trace	This search verifies the Social Security number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.

AppleOne's policy regarding reference checks is to acquire at least two (2) positive references from each employee's most recent employers. AppleOne will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with a former supervisor or personnel department. If requested, AppleOne can also submit a Work Performance Evaluation form to prior employers to get a more detailed reference profile. Please note that the form can be customized to meet specific Town requirements.

REQUISITION PROCESS

AppleOne is a platform-independent, vendor neutral, provider of scientific, engineering, and systems integration services. We have a reputation for exceeding customer expectations. Our people are empowered, with proper audited safeguards to deliver outstanding value and productivity and to go the extra mile for our customers. We draw on a wealth of technology and integration experience to better serve our customers. We do all this with the constant and deliberate commitment to ethical performance and integrity that has marked AppleOne since our founding. AppleOne's primary business involves government wide contracts for federal and state governments which are similar in their nature to the proposed Town staffing contract. Several of those customers in other government related or government regulated services are included in our response. AppleOne performs on these contract tasks daily.

As part of our comprehensive approach, we bring a structured continuous process improvement with knowledge transfer and lessons learned to all our activities. AppleOne will be working closely with the Town. Our project and programs staff will work to fully understand and implement what has been successful and how to identify and resolve potential issues should they arise. We also, as part of our commitment to knowledge transfer, will work with the Town staff to incorporate the most useful aspects of our methodologies and activities into internal department efforts. We have developed an overall strategy and approach that addresses the following priorities and demonstrates our value to a project and contract. We will listen carefully to management, and identify the value AppleOne can bring in our approach to address priorities and mission objectives.



WORKERS TO BE PROVIDED

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. AppleOne has found that one of the best ways to deliver qualified candidates is to perform job profiling and benchmarking to establish parameters that will assist in identifying the skill levels required to succeed in the Town's specific working environments, in addition to gaining a clear understanding of your office atmospheres.

Based on knowledge of your requirements and using software and systems, our account management team, led by Project Manager Lisa Cavanagh (PM), will quickly fill your staffing needs from AppleOne's large pool of pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available. Ms. Cavanagh will maintain close contact with appropriate Town representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from employee turnover.

PROCEDURE FOR REQUESTING TEMPORARY PERSONNEL

Based on knowledge of your requirements and using proprietary software and systems, our AppleOne account management team, led by Project Manager Ms. Lisa Cavanagh and Assistant Project Manager Ms. Lauren Hawkins, will quickly fill your staffing needs from AppleOne's large pool of ever increasing pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available. Ms. Cavanagh and Ms. Hawkins will maintain close contact with appropriate Town representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from potential turnover.

AppleOne has in-depth knowledge supporting the needs of public sector entities.

The Town's notification of need will initiate AppleOne's streamlined job ordering process. AppleOne has a standardized Job Order Response Process that provides an overview of how we will ensure the availability and qualifications of contractor personnel. The breakdown of AppleOne's Job Order Response Process is as follows:

- **Step 1 – Job Order Submitted:** Job Order is submitted by the Town to an AppleOne account management team member via your preferred method (phone, fax, or the Internet). The PM (Ms. Cavanagh) will serve as the single-point-of-contact for the Town.
- **Step 2 – Acceptance of Order and Initial Response:** The AppleOne account management team accepts the order and enters it into AppleOne's internal Office Automation database. Ms. Cavanagh (PM) or Ms. Hawkins (Assistant PM) will respond within 4 hours or less to confirm that they received the order as well as provide a status update. Working collectively, all team members of the West Palm Beach branch will identify potential candidates for the Town's consideration. Further information may be requested at this stage from the contracting officer or department head at the Town.
- **Step 3 – Evaluation Process:** Once a qualified candidate is identified, AppleOne completes a customized evaluation process for the Town. This includes an in-depth, in-person interview, as well as review of job requirements and expectations, and verification of references. If the candidate meets all requirements and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.



- **Step 4 – Interview/Final Approval:** The candidate is then interviewed or presented for a final approval by the Town. AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.
- **Step 5 – Orientation:** Prior to the start date, AppleOne will provide the candidate with a full orientation on the job and the Town environment, as well as information on how to complete their timecard or assign them a badge/password for AppleOne's Web Time Capture software.
- **Step 6 – Quality Control:** On the first day of assignment, a member of the account management team will conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the Town.

PLACEMENT OF TEMPORARY PERSONNEL

AppleOne knows that having the best in professional personnel is integral to the ongoing success at the Town locations. Our precise, comprehensive methods for providing staffing services will ensure that the Town obtains the maximum projected value for each dollar of expenditure. We remain committed to providing personnel with the skills, experience and character to excel in their positions with the Town.

Our service delivery performance measurements are devised based on our quality driven customer centric approach. Our efforts are focused on achieving the goal of Excellence in all aspects of service, and these including:

- **On-time availability of the candidate:** After selection of the candidates, AppleOne ensures timely availability of the candidates. They will start on the agreed to date and time.
- **Monitoring of hours:** AppleOne conducts regular monitoring of employee hours while on assignment. This will serve to ensure they do not exceed maximum allowable hours in a calendar year with the Town.
- **Background check compliance:** We ensure that all candidate submitted to clients are cleared to work, and all background checks have been completed in accordance with all client requirements.
- **Close monitoring of the services performed:** We monitor the performance of the staff engagement on a continuous basis and in consultation with the designated client manager(s).
- **Performance evaluation of services delivered:** AppleOne reviews the performance of our services delivered on a quarterly basis. In this connection, the Town designated staff receives one-page performance evaluation document from AppleOne. This evaluation helps AppleOne to discuss where our performance is exceeding and the areas, which would need further efforts to develop. This feedback mechanism helps us and our candidates to improve their skills, knowledge and personality.
- **Replacement of candidate:** In the rare case that there is a need for replacement of a candidate, AppleOne ensures replacement is provided to the client within 5 days of such situations. The first week of the replaced candidate is not billed to the client.
- **Defect Prevention Program:** This program, used across the board, is aimed at achieving quality improvements in all phases of AppleOne service deliveries as defined above. This has been implemented by setting quality standards for *How can we serve our customers better?* One of the important measurements we have in place is – 'Continuous review of our business processes' for delivering value added services, quality and responsiveness, timeliness of deliverables, risk minimization and cost effectiveness.
- **Implementing Customer Feedback Evaluation Process:** We believe such quality of service measures as customer feedback surveys play an essential role in cementing a satisfactory relationship between supplier and customer, as well as uncovering a potentially serious problem.



- **Management Monitoring and TQM in our service delivery to our Clients:** We believe in Total Quality Improvement Programs (TQIP), which is the cornerstone of AppleOne's business strategy. It is a structured, planned approach to continuous quality improvement and establishes an ongoing quality management program in every aspect of our business. Its goal is to create a customer oriented quality culture committed to making quality improvement a permanent way of life for the company. Its major elements are:
 - o Management commitment
 - o Functional organization ownership in approach
 - o Employee involvement at all levels
 - o Practical measures to track progress
 - o Recognition for team and individual performance
 - o Ongoing training and communications.

Our emphasis is on quality services and we continuously improve our business processes to support our service delivery model. This allows us to refine our function processes in each area of services (human resources, sales and marketing, contracts and client relationships) with the overall result providing us a capability to be highly responsive to client needs. We maintain a large database of qualified candidates who are available for projects.

REPORTING

AppleOne currently provides more than 30 standard reports designed to meet the needs of most corporate and program managers. They have been developed to fit the needs of clients and client departments including Accounting, Legal, Procurement, IT, and Executive Management. Reports include parametric input options, such as cost center and business unit numbers. All reports are available in multiple formats including CSV, Excel and PDF format.

TIMECARDS & INVOICING

AppleOne utilizes timecards as the source document for all payroll records. Timecards are documented via the web through the Web-Based Time Capture system. The temporary employee enters information on the hours worked on into AppleOne's Web-based timecard system on a daily basis. Each week, these timecards are reviewed by the managing branch and validated against the requirements of the client to ensure proper number of hours are worked by the employee. When a temporary associate completes a work week, the Town supervisor for that individual approves the hours worked online. The Town's authorized representative(s) is given a secure login and password, and all Web timecards require an electronic signature to prevent fraud and unauthorized access to employee records.

AppleOne's proprietary *Office Automation* program tracks the Town's job order, time requirements, and interfaces with Web-Based Time Capture system. Through OA, AppleOne has the ability to provide reporting for various daily, weekly, monthly, and other tracking periods based on the requirements of the Town. Additional information on our web-based timecard system is provided below.

Web-Based Time Card

AppleOne offers the use of the Web-Based Time Card. Easy to use and configure, Web-Based Time Capture offers an ideal solution for public sector entities that encompass a wide geographic area. The system performs four critical processes: Time Capture, Time Approval, Time Processing, and Management Reporting.



Convenience

Web-Based Time Capture eliminates the need for manual time collection and individual time card approval. Utilizing Internet protocols and hosted web services to automate timekeeping, Web-Based Time Capture also eliminates the need to manage application software over a network of individual client stations.

A Secure Solution

Web-Based Time Capture can be accessed through the Web, or over a partnered Extranet. Associates are given unique passwords and user identities that allow them to input their own hours. Supervisors receive additional system rights including view, edit, and approval based on the Town's specific requirements.

Candidate Portal

Through this portal, our associates can access forms, pay statements, tax documents, benefits, as well as relevant announcements and important notices.

AppleOne currently processes all time sheets, paychecks and invoices on a weekly basis. If the Town requires changes to the invoicing process during the term of the contract, of AppleOne will work with the Town representative(s) to modify our process so that we can fully comply with all of the Town's invoicing requirements. AppleOne's full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within 24 hours.

AppleOne bills manually as standard practice. We also offer an advanced electronic billing and payroll system, which substantially reduces paper use and minimizes billing adjustments. If desired, AppleOne's dedicated **Government Solutions Invoicing Department (GSID)** can adjust invoicing procedures to meet the requirements of individual Town departments. We will also maintain centralized quality control and produce comprehensive management reports. AppleOne has a flexible philosophy for the needs of its clients.

There is no limit to the flexibility of AppleOne brings to the problem of managing time, payroll, invoicing and reconciliation. We have the technical ability in house to bring automation to the problem. We want to help you find the least costly, most accurate, and least intrusive solution for invoicing and paying the consultants working on your assignments.

Overview of Electronic Billing

AppleOne GSID eliminates the need for clients to navigate a wide organization. The GSID simplifies the invoicing needs of AppleOne's clients, consolidates accounts receivable/accounts payable and collections functions, and provides a single point of contact for clients.

By streamlining the entire invoicing process, GSID becomes intimate with each client's specific invoicing and reporting requirements. This approach has dramatically increased client satisfaction and retention by reducing response times, which virtually eliminates billing adjustments. Also, this process simplifies interactions for AppleOne's end-users. To implement an automated invoicing solution, the following steps are taken:

- With the help of the client, identify the information and the format needed
- Create the electronic invoice based upon this information
- Test the file and make changes as needed
- Finish testing and make file final invoicing option.



AppleOne invests in technological advancements, especially in the utilization of digital commerce strategies, to empower our temporary staffing services. Our company currently supports EDI X12 standard 810 and 4010 format for all invoice EDI transfers. Per the request of other client companies, we have also developed methods to provide billing data in computer text files, Microsoft Excel files, and through other applications. These files are typically delivered via e-mail or through other electronic transfer methods.

We utilize our proprietary systems to handle thousands of transactions per week, and are capable of handling different payroll cycles as well as invoice cycles. AppleOne provides a systematic timekeeping process that ensures accuracy of invoices generated. We have an online interactive system called AllSourcePPS available to all consultants and subcontractors.

Employees are paid according to approved hours and receive their check stubs through our web-based human resources system. We give authorized approvers access to our online timekeeping tool, so they can review and approve hours for contractors reporting to them.

Most important are the security and validation steps included in these procedures to ensure compliance with all regulatory guidance and requirements. This process is supported by standard operating procedures currently in use.

QUALITY CONTROL PROGRAM

AppleOne's Quality Control Program (QCP) was established to guarantee that AppleOne provides its clients, such as the Town, with the level of service they expect from a leader in the employment services industry. The Program ensures the following:

- AppleOne meets and exceeds contract expectations when placing contractor personnel.
- AppleOne complies with Local, State and Federal rules and regulations.

The goal of AppleOne's QCP is to measure the AppleOne service levels, as well as identify opportunities for improvement. By doing so, AppleOne enhances customer satisfaction and improve important operational efficiencies. AppleOne's QCP will ensure that the highest standards are met regarding delivery of services, performance reviews, communication with and availability to the Town supervisors and managers and minimization of employee turnover.

AppleOne's QCP is based on defined standards of excellence which guide all of the AppleOne work, and a Performance Baseline with specific Performance Objectives developed in conjunction with the appropriate Town representative(s) for each individual contacted project. These Performance Objectives are routinely/periodically reviewed and compliance issues addressed in a formal monthly meeting, or as often as the desired by the Town.

AppleOne ensures maintenance of the QCP through Monthly/Bi-weekly reviews and reports covering topics including (a) job order and team management, (b) required deliverables, (c) job order schedule and cost control, (d) employee security compliance requirements, (e) contractor identification and in-processing procedures, (f) training and certification requirements (g) staffing and retention issues. These reviews incorporate findings from personal contact by the Project Manager and project team with the appropriate Town representative(s), as well as regular Quality Assurance Surveys. Any complaint or deficiency is immediately reviewed by the Project Manager, who is empowered to take swift corrective action.



Our standard quality monitoring tools are detailed below. Please note that our quality programs are tailored to meet the specific needs of each client.

QUALITY ASSURANCE SURVEYS

AppleOne maintains its standards of excellence through a variety of quality assurance surveys, including:

- A. **Performance Surveys.** Town department and hiring managers will have the opportunity to gauge AppleOne on its performance with regard to its responsiveness on job orders; the selection of contractor personnel relevant to the assignment, and the levels of communication between the Town and AppleOne.
- B. **Service Reports.** Results from various quality reviews will be compiled and presented to the Town, providing statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative graphs and charts displaying satisfaction and performance levels as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span as required by the Town.
- C. **Employee Assignment Satisfaction Surveys.** Measure the satisfaction level of our currently working personnel at client work locations. This tool assists with the Employee Monitoring Program that will allow proactive measurement activities to minimize turnovers and the overall quality of AppleOne placements.
- D. **Employee Exit Interview Surveys.** Measure and probe the reasons behind assignment separations from the employee's perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.

AppleOne's QCP, developed with the appropriate Town representative(s), will guarantee that the Town receives top-caliber service.

INTERNAL AUDIT (ISO 9001:2015)

AppleOne Employment Services, via our parent company The ACT•1 Group, Inc., is ISO 9001:2015 certified and adheres to strict, internationally recognized guidelines of quality and process development. AppleOne's ISO certifications assure our clients that AppleOne has implemented and maintains a consistent, repeatable process for the engagement and management of temporary workers and staffing suppliers. Internal audits cover all aspects of AppleOne's quality system and relate to the requirements of ISO 9001:2015. The results of Internal Audit Reports are presented during Management Review Meetings, where any detected problems or issues are discussed, along with needed Corrective Actions.

FREQUENCY OF MONITORING

AppleOne's overall monitoring is based on consistent communication with the Town, as well as the temporary employees performing the tasks. This monitoring will include:

- Check-in with all personnel by location
- Weekly Scheduling reports to review coverage for each coming week
- Communication between local "Leads" and the Account Executive
- Weekly/Monthly audits on billing differences.
- Continual monitoring and documentation of the Town and temporary employee satisfaction



DOCUMENTATION METHODS

AppleOne uses the following methods as established by our Quality Control Plan and our corporate Quality Manual to document monitoring and performance:

- **Attendance Call** – An attendance call is made to the Client Company the day of the start of the assignment to ensure the employee has arrived on time unless otherwise requested by the client and noted in Office Automation under the client note screen.
- **First Day Quality Call** – After the arrival of the temporary employee on the first day of employment, a quality control call is made to the client later that day, ensuring the client is satisfied with the work performance of the employee unless otherwise requested by the client and noted in Office Automation under the client note screen.
- **Friday Quality Call** – Each Friday, an AppleOne account management team member will call all clients where temporary associates have been working unless you have been in touch with the client on a regular basis during the week. The purpose of a Friday Call is to:
 1. Do another quality call on the job performance of the employee
 2. If the assignment has ended, determine the reason it ended and to record this information within the Office Automation system, in the “COMMENTS” section of the assignment. Also document the “EOA” (End of Assignment) for the employee on this assignment.
 3. If the employee ended the assignment early or was released, change the status of the assignment in the Office Automation system through the ACTION Field to reflect the reason (s)he is no longer there (i.e., Fall-Off, Customer Dissatisfied).
- **Corrective Action** - Complaints received by the branch are documented in the Office Automation System and investigated to determine the reason for the complaint. The results of investigations are also documented in Office Automation. If the branch manager determines that corrective action is necessary, a Corrective Action Form is prepared and the issue is investigated. Because of the information stored in our Office Automation system, AppleOne can print related reports daily, weekly and monthly. Our account management team will check to ensure there is follow-up and positive conclusion to all Corrective Action.
- **Quality Assurance Surveys** – As part of our overall Quality Control Plan, AppleOne uses a variety of Quality Assurance Survey Forms to gather information from our clients and temporary employees. These surveys provide insight into the effectiveness and success of our service offering, and also document any problem areas so that they may be addressed and resolved.
- **Internal Audit** - Internal audits cover all aspects of AppleOne’s quality system and relate to the requirements of ISO 9001:2015. The results of Internal Audit Reports are presented during Management Review Meetings, where any detected problems or issues are discussed, along with needed Corrective Actions.

Please note that, as part of our ongoing “green” initiatives, the majority of AppleOne documentation is done electronically within our *Office Automation* system.



DEFICIENCY CORRECTION

Per our deficiency correction response and resolution process, once a performance issue is clearly understood, the AppleOne primary point of contact will provide immediate follow-up with a specific time frame in which the Town can expect action, as well as provide periodic status reports while working on the issue.

Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne's team members are empowered to make judgment calls regarding employee performance, and replace an unsatisfactory employee immediately.

AppleOne is committed to the belief that superior customer service requires anticipating and proactively solving potential concerns before they can become problems. Our AppleOne representatives will utilize if necessary a scheduled or ongoing daily interaction with the Town to ensure customer satisfaction and quickly resolve any concerns.



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

A) A list of types of job specialties offered by your company

The West Palm Beach branch, as is typical for most AppleOne service offices, commonly fills positions within the following job categories:

- Administrative/Clerical
- Finance
- IT/Technology
- Call Center/Customer Service

The West Palm Beach branch can readily fill positions within the following job categories:

- | | |
|---|--------------------------------|
| • Information Technology (IT)/Technical | • Legal |
| • Human Resources | • Light Industrial |
| • Data Entry/Data Processing | • Finance/Accounting/Insurance |
| • Call Center/Customer Service | • Executive |
| • Administrative/Clerical | • Operations |
| • Marketing/Graphics | • Engineering |



B) Resources that you utilize to recruit staffing personnel

RECRUITMENT

With the talent deficit prevalent in today's market, it has become necessary for AppleOne to develop and deploy new methods and avenues for sourcing and attracting talent for our clients. We utilize every available resource from traditional methods such as job postings and job fairs to the most recent online avenues and social media sites to find and attract candidates. We also capitalize on our history in the local market to recruit top talent. We do this by continually asking for referrals from everyone we encounter including acquaintances and clients. We ask each candidate we contact to suggest other qualified candidates, and, as an incentive, we provide an employee referral program. As a result, AppleOne's commanding referral rate of 70-85% distinguishes AppleOne from any other company in the staffing industry. Once AppleOne's applicants see they can better achieve their goals through AppleOne, they often refer an average of two more applicants of equal and exceeding caliber.

CANDIDATE MATCHING

AppleOne's recruiting and matching processes play a key factor in our continued success in quickly supplying high-quality staff. By implementing a staffing and recruiting plan that is reflective of the latest industry trends in technology, skill demands, and compensation structures, AppleOne is able to take elements like environment, structure, culture, tasks and goals into consideration to obtain the best qualified candidates. Through department needs analysis and benchmarking, we are able to recruit candidates who not only meet the needs of the Town, but identify candidates with the strongest likelihood to succeed in your particular working environments. Hence, we can proactively recruit, hire, train and retain quality personnel for the Town.

To accomplish this, we utilize powerful proprietary systems and tools to assist AppleOne's recruiting professionals in writing and placing employment advertisements. We also employ on-line registration and database systems that allow us to aggregate and maintain a vast pool of local, qualified candidates, giving our recruiters instant access to the right people at the right time.

How AppleOne Guarantees A Great Hire for 5 Years

A dedicated Hiring Advisor assesses your needs onsite, then creates a Branding & Recruiting Strategy



ONLY PAY
FOR RESULTS

5-Year Investment Guarantee

We back our Direct Hire Talent for 5 years. No other staffing company protects your investment with a 5-year guarantee against the placement on both turnover and demand on



appleone.com

DIVERSIFIED SOURCING

PROVEN BENCHMARKING FUNNEL

RESULTS



Technology has a key role in the success of AppleOne's service offerings. AppleOne achieves the highest level of effectiveness and economy in delivering precisely targeted staffing solutions by integrating all staff member's experience and expertise with cutting-edge technological resources developed in-house by AppleOne's staff. These systems/tools include:

JobCaster: *JobCaster* is a powerful proprietary system which is utilized for enhancing the database of available candidates to fill job orders from the Town. *JobCaster* speeds the recruitment process by assisting with the writing and placing of advertisements. Once the job posting is composed it is broadcast to more than 75 of the most popular career sites on the World Wide Web. These websites include, but are not limited to, AppleOne.com, Monster, Career Builder, Alta Vista, AOL.com, America's Job Bank, EmployU.com, ProHire.com, Vault.com and GO Jobs. *JobCaster* can be customized to target specialized career web-sites most appropriate to the job classifications needed.



AppleXpress: On-line Registration. AppleOne uses an automated client/server tool, *AppleXpress*, to intake and store qualified applicant resumes. Relevant information on all potential candidates, including resumes and personal profiles gathered from each expertly structured candidate interview, is entered into the *AppleXpress* system, where they can be filtered according to a customized pre-screening process. This process can include customized searches for applicants based on location, skills, education, salary range, experience, key words, and other qualifications the Town may request. *AppleXpress* even allows clients to search AppleOne's pre-qualified candidate base from their own computers.

As a further time saving measure, all applicant information is received directly into AppleOne's Office Automation database digitally, making their information instantly available to AppleOne's clients, reducing the need to transcribe information into the system. As one of the proprietary systems at AppleOne, *AppleXpress* is a revolutionary tool that allows clients the opportunity to identify candidates, schedule interviews and dispatch temporary associates in one comprehensive solution.

Office Automation: AppleOne utilizes a software system called *Office Automation (OA)*. This internal management software database allows our staff to index information on our temporary associates' and client companies, which in turn is shared on our network. Using this software, AppleOne can easily track and match candidates, allowing our branch offices to quickly select a pool of temporary associates from our entire national network. Using *OA*, AppleOne fully services our clients, including large organizations with locations across the country. *OA* also has the ability to download resumes from the Internet or via e-mail and generate client reports. In addition, all correspondence with both the client and the associate is documented in our database.

Another feature available through *OA* is payroll, which can be processed for all temporary candidates. Each candidate's payroll information is entered at the branch level and then transmitted to our Corporate Office where it is processed and paychecks are issued. The payroll information is stored in the system and again is easily retrievable.

Universal Search: As an added value to our clients, AppleOne offers our proprietary software, Universal



Search. A recent addition to our proven OA placement technology, *Universal Search* is a network portal which allows our recruiting professionals to respond to our clients' needs with unprecedented speed and precision by tapping into an exponentially larger candidate pool to capture more precise results with a faster delivery.

Universal Search ensures rapid, reliable, high-quality staffing solutions as this function expands the automated applicant sourcing process beyond simple names, resumes and contact details. This software scours through the nearly one million candidates in AppleOne's database of detailed personnel profiles gathered from expertly structured associate interviews to include personalities, temperaments and strengths, as well as backgrounds and activity comments left by other AppleOne account managers. Qualified candidates are quickly tracked and identified, staffing vacant positions more quickly and efficiently than ever before. This translates into an immediate, positive benefit, both operationally and financially for our clients.

AppleOne is an equal opportunity employer and we fully support your commitment to a diverse workforce. Like your agency, AppleOne is committed to ensuring that our employment standards, procedures, and practices are applied in a manner that provide equal opportunities without regard to race, color, religion, gender, national origin, age, disability, sexual orientation, or veteran status. AppleOne's offices recruit temporary associates from economically disadvantaged groups through a variety of community organizations and business associations. As part of this effort to cultivate a diverse workforce, AppleOne utilizes multiple recruitment methods, such as aggressive advertising for new applicants and frequenting local job fairs to locate exceptional candidates. AppleOne also posts job advertisements in a variety of online recruiting sites that are focused on diversity outreach. Those sites include:

- | | | |
|----------------------------|------------------------|-----------------------|
| • AsianAmericanJobsite.com | • Latina | • HireDiversity |
| • BET EMP | • Resource Partnership | • IM Diversity |
| • EmployDiversity | • Best Buddies | • MinorityJobsite.com |
| • Gay Financial Network | • DiversityJobsite.com | • Third Age |
| • HispanicOnline | • ESSENCE | |

Currently, AppleOne has a large pool of bilingual candidates in its databases. Part of AppleOne's application process is indicating bilingual capabilities, which we track through the proprietary AppleOne software, Office Automation (OA) system. To complement AppleOne's Instant Recruitment Network and JobCaster, for example, we utilize Hispanic media outlets as a recruitment tool. AppleOne has tenured, senior branch personnel who are fluent in a variety of languages and we are active in various ethnic Chambers of Commerce. In addition, AppleOne branches are empowered to make flexible decisions to accommodate clients at the local level. This includes developing customized, innovative recruiting, and screening programs per a client's request.

Furthermore, AppleOne utilizes the Department of Labor programs, job fairs, and other similar programs to enhance the diversity of the candidates that we can provide to clients. AppleOne's labor pool represents the full citizenry of the communities served by your agency.

CANDIDATE RETENTION

To ensure that AppleOne places the precise personnel for the Town's requirements, we offer a winning combination of very competitive compensation and fringe benefits designed to attract and retain highly qualified Administrative/Clerical personnel, as well as Accounting, Technical/IT and other job classifications, with



the skills to successfully support a wide variety of environments. This directly benefits AppleOne's mission-oriented customers, such as the Town, because we are able to provide you with the best people.

AppleOne provides numerous benefits and incentives to its temporary employees. Upon becoming an AppleOne temporary associate, the individual is given information regarding medical, dental, and vision coverage. There are no conditions barring temporary personnel from taking advantage of these benefits after the first payroll period. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. In addition, AppleOne will work with the Town to customize a benefits and incentive program according to the Town's requirements. Following are some of the components of the benefits and incentives that are offered to AppleOne temporary personnel. Details of actual benefits and incentives utilized are determined during the contract/implementation phase.

- **Medical Benefits.** All temporary associates and contractors are automatically eligible to enroll in our minimum essential coverage preventative plan on the first of the month following sixty (60) days from their assignment start date. Temporary associates are eligible for major medical group plans offered by *Anthem Blue Cross* for any assignment that is expected to last thirteen (13) weeks or longer. Dental and Life options are also available. This plan is payroll deducted and is designed to provide affordable coverage for associates, at no cost to our clients.

MONTHLY COST:	Elements Choice HMO 1500	Employee Cost	Elements Choice PPO 6350	Employee Cost
Employee Only	\$421.98	\$210.99*	\$236.70	\$236.70*
Employee + 1	\$813.96	\$602.97	\$728.27	\$728.27
Employee + 2 (or more)	\$1,163.11	\$952.12	\$1,141.68	\$1,141.68

**Temporary associates will never pay more than 9.5% of their W2 wage for the lowest priced employee only MVP plan premium.*

Dental Benefits - AppleOne offers dental options to our employees. Temporary employees may choose between Aetna Dental Complete or Dental Net HMO plans.

	Anthem Dental Complete	Dental Net HMO
Employee Only	\$39.88	\$14.96
Employee + 1	\$80.03	\$29.92
Employee + 2 (or more)	\$128.04	\$48.61

Vision Benefits - In addition to the included vision coverage provided in the benefits packages listed above, employees also have the option to purchase coverage through Blue Anthem Vision.

Blue Anthem Vision		
Employee Only \$5.60	Employee + 1 \$8.96	Employee + 2 (or more) \$14.56

Life Benefits - AppleOne offers Group Term Life Insurance through Anthem Blue Cross - \$10,000 Basic Life/AD&D which automatically comes with medical coverage. The rate varies for supplemental life and is offered by Anthem Blue Cross. First time enrollees get \$200,000 guarantee issue if elected.

Long-Term Disability - AppleOne offers long-term disability coverage through MetLife, which automatically is offered if an employee elects group medical coverage.



Retirement Plan - AppleOne offers its temporary personnel a 401(k) retirement Savings plan. This plan provides employees the opportunity to save money, pay less in taxes and earn money for their future. AppleOne's personnel are eligible for the plan after completing three (3) months of service. Personnel may elect to contribute (defer) from 1% to 50% of their compensation on a pre-tax limit, up to an annual limit set by the IRS.

Continuing Education Opportunities - In addition to standard benefits, AppleOne can offer numerous educational opportunities including:

Discounted tuition to CNU (California National University), an accredited, online distance learning university

- Access to AppleOne's online educational programs, including call center protocols, customer service, self-assurance, computer programs, managerial skills
- Access to *Provelt!*, a customizable, web-based training system containing over 250 applications and evaluations

Direct Deposit - AppleOne offers its temporary personnel and contractors the ability to have their paychecks directly deposited in their bank accounts (EFT/ACH). If the employee or contractor chooses this option, a paycheck stub is either mailed to them or available for pick up at the AppleOne branch office, depending on the preference of that temporary employee or contractor.

Domestic Partners Benefits - AppleOne recognizes Domestic Partnerships where legally applicable. To register a domestic partner, an employee simply needs to complete a declaration for domestic partners form, similar to what is required for a marriage declaration.

Unemployment Insurance: Our employees are covered by standard unemployment insurance at varying levels depending on the state in which they reside and work. AppleOne is a registered company in nearly all 50 states and have active unemployment insurance accounts in nearly all of those states.

Worker's Compensation Insurance: All of our employees are covered by minimum levels of worker's compensation insurance depending on the state in which they reside and work. AppleOne provides a thorough orientation on Safety At Work policies during our orientation program. Each employee is required to read, review and acknowledge receipt of the Safety Policy Program before beginning work. Our worker's compensation filing process is fast and efficient to make sure all needs of the worker are met when attending to critical injuries.

BENCHMARKING

As demonstrated in the preceding "Great Hire" graphic, through department needs analysis and benchmarking, we are able to more accurately recruit and qualify candidates who not only meet the needs of the Town, but identify candidates with the strongest likelihood to succeed in your particular working environments. By conducting Departmental Benchmarking surveys, we have a greater understanding of the skill level, experience, and personal characteristics candidates need to succeed. Subsequently, during the interview process, candidates complete a candidate version of the benchmarking profile to gauge their "fit" with the candidate. Hence, we can proactively recruit, hire, train and retain quality personnel for the Town. A copy of our Benchmarking Survey has been included immediately following this page.



Client Benchmarking

TEAM SNAPSHOT

Leader _____	Location _____	Company _____
Date _____	Department _____	DAE _____

To be used by employers to inventory their key talent as a means to respond to unfortunate turnover hiring and by the Hiring Advisor in preparation for hiring key talent faster.

SUPERSTAR TRAITS AND CHARACTERISTICS

☐ Area and causes of the most turnover:
☐ What are universal "must-haves":
☐ What are the characteristics or traits of your best people:
☐ What benefit do those traits bring:
☐ Any companies you typically hire from:
☐ Your interviewing format and style:

DISQUALIFIERS *(Find out if faded from a bad hire or a real disqualifier)*

☐ Any disqualifiers (traits, hard skills)	☐ % of time used/experienced	☐ Why
--	---	------------------------------

TEAM PROFILE

Key Position _____ Why _____ Next Career Step _____	Salary Range/Competitive _____ FT/PT/Temp/Seasonal _____ _____ _____	Experience Required _____ Skills Required _____ _____ _____
Key Position _____ Why _____ Next Career Step _____	Salary Range/Competitive _____ FT/PT/Temp/Seasonal _____ _____ _____	Experience Required _____ Skills Required _____ _____ _____
Key Position _____ Why _____ Next Career Step _____	Salary Range/Competitive _____ FT/PT/Temp/Seasonal _____ _____ _____	Experience Required _____ Skills Required _____ _____ _____

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Client Benchmarking

CULTURE MATCH

Leader _____	Location _____	Company _____
Date _____	Department _____	DAE _____

Experts have found that employee satisfaction, longevity and performance rely on organizational fit more than skills to do a job. Our benchmarking process includes culture, work environment and values to improve the match-making of a candidate to a job opportunity.

CULTURE

- 1 Select the top seven words that best describe the attitudes and aptitudes of your unit's culture

☐ Outgoing/energetic	☐ Flexible/adaptable	☐ Focused/serious
☐ Professional	☐ Work-life balance	☐ Fun loving/humorous
☐ Collaborative/teamwork	☐ Positive/upbeat	☐ Creative/innovative
☐ Process oriented/structured	☐ High productivity	☐ Aspirational/goal oriented
☐ Approachable/confidential	☐ Empathetic/fair minded	☐ Service oriented/helpful
☐ Proactive/forthcoming	☐ Competitive	☐ Intellectual/information driven
☐ Technology influenced	☐ Active in the community	☐ Passionate/engaged

WORK ENVIRONMENT

- 2 Select the best feature for each of the six categories that best describes your work environment

Volume	Pace	Interaction
☐ Noisy	☐ Fast paced	☐ Regular face-to-face interaction
☐ Quiet	☐ Moderately paced	☐ Infrequent face-to-face interaction
Space	Autonomy	Phone
☐ Work remotely	☐ Work self-directed	☐ Frequent inbound phone
☐ Individual cubicle	☐ Work in groups/Collaborative	☐ Frequent outbound phone
☐ Open floorplan	☐ Hands-on supervision	☐ Infrequent phone interaction
☐ Own office		

VALUES

- 3 List the top 5 values of your organization and rank them in order of emphasis:



Client Benchmarking

JOB SHADOW

Leader	Location	Company
Date	Department	DAE

To be completed with each key position employee in a comfortable one-on-one and job shadowing situation.

JOB SUCCESS ATTRIBUTES

☐ Title/Job when joined company, career path to this position, years tenure:
☐ What are the top five skills and traits you bring to this position that you find make you a key player?
☐ What is the #1 contribution you make to the company and what benefit does that bring them?

CAREER PERSPECTIVES

☐ What do you enjoy most about your job, anything you'd love to be given to do?
☐ What do you enjoy least about your job, anything cause backlog?
☐ What team member traits and characteristics do you work best with? Least with?
☐ Notes about work environment and why people would want to do the job and work there:

JOB PROFILE

☐ On a scale of 1-5 (5 is best), how would you rate your ability to meet your job deadlines? Why/How:		
☐ Software used and productivity levels per day and week:		
☐ Weekly tasks		
Task	% of the week	Time Management (times of day, days, what doesn't work)
☐ Project oriented work, seasonality, for who:		
☐ Who else do work for, who work with on team, and other departments:		
☐ Describe your way of organizing your tasks:		
☐ Busiest days or times of year and why:		

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C) Typical size of personnel pool your company maintains, per job specialty

The following table illustrates AppleOne's typical pool of available personnel for the various job specialties listed.

JOB SPECIALTY	AVAILABLE SIZE OF PERSONNEL POOL
Administrative/Clerical	300
Finance	200
Technical/IT	300
Call Center/Customer Service	350



D) Assessment programs, methods your company utilizes to evaluate candidates' skills

SKILLS ASSESSMENT

AppleOne extensively tests candidates on their software proficiency, particularly important in today's high-tech work environment. Using the sophisticated evaluation and training system of IBM Kenexa's cloud-based **ASSESS** platform, AppleOne's uses the platform's behavioral science techniques to measure traits, skills, and culture fit of each candidate. Benefits of the **ASSESS** platform include:

Mobile/Tablet Capability: Assessments can now be administered and taken on mobile devices. The **ASSESS** user interface employs responsive design principles, meaning that the screen will dynamically adjust to the type of display the candidate is using, supporting a wide variety of different devices.

Languages: The **ASSESS** platform is currently available in over 40 languages, and offers expansive globalization abilities.

Accessibility: The **ASSESS** platform has undergone considerable testing and development to ensure an accessible and user friendly experience for candidates with a range of different kinds of disabilities, including those who use assistive technologies such as screen readers.

Prior to assignment, AppleOne is able to test candidates on over 250 applications across several disciplines that simulate the work to be performed at locations within the Town. Available tests and training include:

Administrative/Clerical: The **ASSESS** platform allows in-depth evaluation of the various skill sets required for administrative and clerical candidates. Test titles include:

ADMINISTRATIVE/CLERICAL TESTS	
Business Writing	Microsoft Internet Explorer
Counting	Microsoft Office Suite
Customer Service Mindset Survey	Proofreader Marks
Data Entry 10 Key	Punctuation
Email Etiquette	Reading Comprehension
English as a Second Language	Recruiting Fundamentals
Filing by Name	Sales Concepts
Following Verbal Instructions [audio]	SAS 9 - Data Analyst
Following Written Instructions	Shorthand
Healthcare Benefits Knowledge	Software Quality Assurance
Human Resources Basics	Software Testing
Human Resources Benefits Knowledge	Spanish Basic Office Skills
Internet Basics	Spanish Basic Reading Comprehension
Internet Research Skills	Spanish Office Grammar and Spelling
Interviewing and Hiring Concepts	Spanish Typing - General
Listening Skills [audio]	Spanish-English Bilingual
Macintosh Basics OS 9	Technical Terminology
Mailroom Management Skills	Translation Sample - English to Spanish
Marketing Fundamentals	Translation Sample - Spanish to English
Matching (Alphanumeric, Numeric, Images)	Typing - General
Math Word Problems	Vocabulary
Microsoft Windows	Writing Sample (letters, etc.)



Accounting/Finance Knowledge Tests

For Accounting and Finance positions, AppleOne uses IBM Kenexa's **ASSESS** Accounting and Financial Knowledge test package to evaluate core accounting and finance competencies. Testing titles include, but are not limited to:

ACCOUNTING/FINANCE TESTS		
Accounting Terminology	Cost Accounting	MYOB Accounting Plus
Accounts Payable	Financial Analysis	Partnership Tax Accounting
Accounts Receivable	Financial Management	Payroll Clerk
ACCPAC Pro Series	Fixed Assets	Payroll Management
ADP - Payroll	General Accounting	Peachtree Accounting
Advanced Accounting	General Ledger Knowledge	QuickBooks Pro
Auditing	Individual Income Tax	Quicken
Bookkeeping - Professional	JD Edwards	Sage MAS 90/200
Business Income Tax	MAS 90 - Bookkeeping	Simply Accounting
Corporate Tax Accounting	Microsoft Dynamics GP	

Tests include examples and illustrations from real-world accounting environments, and cover general job categories such as Accounting and Bookkeeping, as well as numerous specialized accounting subjects such as Cost Accounting and Taxation. Customized test making is available. These tests are designed to provide the most accurate picture of a candidate's knowledge, skills and abilities and have the appropriate knowledge and experience in their area of specialization.



(TAB 5) Financial Information

An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response.

AppleOne is a consistently profitable, financially stable organization. AppleOne has no threatened or pending litigation ongoing against our company, principal officers, or our affiliates in connection with any contract. Nor does AppleOne have any potential commitments that may impact the assets, lines of credit, guarantor letters, etc. that may affect our ability to perform the contract. There are no judgments against our organization. To demonstrate our fiscal solvency, copies of our most recent audited financial report will be provided to the Town of Palm Beach upon request.



(TAB 6) Variations/Exceptions

Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services, along with any exceptions or variations to any section of the proposal.

ADDITIONAL SERVICES

AppleOne is also a proud supporter of Military Spouse Employment Partnership (MSEP). MSEP is a targeted recruitment and employment solution for spouses and companies that:

- Partners Fortune 500 Plus companies with ALL Military Services
- Provides human resource (HR) managers with recruitment solutions – military spouses
- Prepares military spouses to become competitive, "job ready" applicants
- Connects military spouses with employers seeking the essential 21st century workforce skills and attributes they possess

VARIATIONS/EXCEPTIONS

AppleOne takes no exception to any section of the proposal. However, upon award of the contract, AppleOne will request the same indemnification language that exists in our current agreement.



(TAB 7) Litigation Statement

A statement that no litigation or regulatory action has been filed against your firm in the last three (3) years should be included in the proposal.

AppleOne states that that no litigation or regulatory action has been filed against our firm in the last three (3) years.



(TAB 8) Experience

HISTORY & BACKGROUND

AppleOne is a privately held corporation, which was founded in 1964 and incorporated in 1968 by its then President, Bernard Howroyd. Mr. Howroyd created an agency that would meet an emerging market for both direct hire and temporary staffing augmentation. Over the last 52 years, AppleOne has provided the best in temporary staffing and is currently supporting over 200 government entities at the Local, State, and Federal levels..



Later joined and now led by Chief Executive Officer Janice Bryant Howroyd, AppleOne has grown from a single-desk staffing agency to hundreds of brick and mortar offices in every major city in the United States to become the largest privately held, woman and minority-owned staffing services firm in the nation. AppleOne is certified as Minority Business Enterprises (MBE) by the National Minority Supplier Development Council (NMSDC) through our home council in Southern California. Additionally, we are certified as a Woman-owned Business by the Women's Business Enterprise National Council (WBENC). AppleOne annually processes hundreds of W2's, places over 145,000 people at thousands of clients throughout the United States and 19 countries. AppleOne is a nationwide full-service staffing firm that provides temporary, temporary-to-hire, and direct hire services across several occupational categories.

AppleOne is one of the largest privately held human capital management companies in the United States, with more than 2,000 full-time staff and over 200 locations throughout North America. AppleOne, which is the wholly-owned subsidiary of the ACT•1 Group, Inc., has an extensive history of partnering with public sector and non-profit clients, all the while, collaborating to continually evaluate and develop new, innovative and creative ways to continue improving the level of service that is provided to our customers, as well as improve their bottom line.

From its location, AppleOne's West Palm Beach branch has been serving clients in the local market for several years. Full-time staff at this location have been fully trained and mentored to become leading recruiting and staffing experts, providing temp, temp-to-hire, direct hire, and payrolling services. Our client base consists of a broad range of industries, company sizes, and demographics, comprising small startup enterprises to Fortune 500 corporations. Our West Palm Beach team consistently exceeds the client's expectations, whether filling a 25 person customer service project or conducting a high level executive search project.

SPECIALIZED STAFFING SERVICES & DIVISIONS:

AppleOne is comprised of the following Specialized Services divisions that deliver a multitude of staffing solutions. Each division's area of expertise delivers unparalleled results for our government clients.

Government Solutions Division: In order to ensure that government entities such as the Town receive exemplary service, The ActOne Group developed our Government Solutions Division to fulfill the specific needs of our public sector clients. Through this division, ActOne currently supports public sector entities at the Local, State, and Federal levels, including hundreds of cities, counties, and transportation authorities. The Government Solutions Division works closely with the following additional organizational units to deliver quality solutions to our clients.



Temporary and Direct-Hire Services: As AppleOne's initial department, Temporary Services handles multiple job classifications. AppleOne's direct-hire placement division takes the risk out of hiring direct-hire employees with a variety of innovative and cost-effective programs that offers financial flexibility.

AppleOne's nationwide recruitment methods include a vast database with over 120,000 candidates who are ready to start an assignment welcoming a new opportunity at a moment's notice.

IT Staffing Division: From its inception, AppleOne has been providing reliable temporary staffing in a variety of professional and technical areas. In the early 1990s, AppleOne established a dedicated IT division: At-Tech. At-Tech is focused on meeting IT support service requirements for its client base, which includes both public sector entities on the Local, State, and Federal levels, as well as large and small business enterprises.

Commitment to Government: AppleOne is dedicated to fulfilling the unique requirements of public sector entities. As we aid the Town by providing highly qualified professional personnel, we also help uplift communities by assisting and teaming with minority, woman-owned, and small disadvantaged businesses. AppleOne also has dedicated departments staffed with specialists to provide support for our Government customers. These departments include Quality Assurance Team, ISO Certification and Compliance Team, Invoicing and Payroll Department, Risk Management Department, Legal Department, Training and Implementation Department, HR and Benefits Department.

AppleOne has the experience, knowledge, and staff resources to provide end-to-end recruiting and staffing support to the Town. Along with the functional requirements needed to fulfill the Town's recruitment and staffing needs, we will also work directly to ensure that agency-wide strategic plans and missions requirements are prioritized and fulfilled. AppleOne brings significant experience in the alignment of recruitment and hiring strategies to meet the Town's mission requirements.



Provide a minimum of three (3) references, for which the Proposer has performed (or is currently performing) work, similar in nature and size, as the project described herein within the five (5) years prior to the RFP due date.

AppleOne submits the following five (5) professional references as evidence of our experience in providing similar services to those requested by the Town.

CLIENT NAME:	Broward County Supervisor of Elections
CONTACT NAME & TITLE	Susanne L. Timmons, HR Coordinator
ADDRESS:	115 South Andrews Ave. Room 201, Ft. Lauderdale, FL 33301
TELEPHONE:	954-712-1958
EMAIL:	stimmons@browardsoe.org
SERVICES PROVIDED:	Largely placement of IT skills individuals. Customer service, clerical, secretarial, accounting/bookkeeping, trainers, technical support
CONTRACT DATES	2008 to present
ANNUAL VALUE \$	\$525,000 in election years

CLIENT NAME:	Orange County Supervisor of Elections
CONTACT NAME & TITLE	Susan Scatliffe
ADDRESS:	111 W. Kaley Avenue, Orlando, FL 32801
TELEPHONE:	407-254-6550
EMAIL:	susan@ocfelections.com
SERVICES PROVIDED:	Temporary Clerical Staff
CONTRACT DATES	2010 to present
ANNUAL VALUE \$	\$200,000 in election years

CLIENT NAME:	City of West Palm Beach
CONTACT NAME & TITLE	Brenda Jenkins, HR Analyst Erica Leiding, Office Administrator, Public Works
ADDRESS:	401 Clematis Street, West Palm Beach, FL 33401
TELEPHONE:	561-822-1744 and 561-822-2080
EMAIL:	BJenkins@wpb.org and eleiding@wpb.org respectively.
SERVICES PROVIDED:	Police and Sanitation departments. Administrative, clerical, receptionist, data entry
CONTRACT DATES	2014 to present
ANNUAL VALUE \$	\$20,000 and \$45,000 respectively

CLIENT NAME:	Town of Palm Beach
CONTACT NAME & TITLE	Adis Pedraza
ADDRESS:	951 Okeechobee Road, Suite D, West Palm Beach, FL 33401
TELEPHONE:	561-838-5406
EMAIL:	apedraza@townofpalmbeach.com
SERVICES PROVIDED:	Temporary Personnel Services
# OF MONTHS PROVIDING SERVICES	2013 - Current
ANNUAL VALUE \$	\$202,000



CLIENT NAME:	City of Boynton Beach
CONTACT NAME & TITLE	Danielle Goodrich
ADDRESS:	3301 Quantum Blvd, Suite 101, Boynton Beach, FL 33426
TELEPHONE:	561-742-6273
EMAIL:	goodrichd@bbfl.us
SERVICES PROVIDED:	Temporary Personnel Services
# OF MONTHS PROVIDING SERVICES	2014 to present
ANNUAL VALUE \$	\$68,000



The proposal shall include information regarding past performance, including the total number of similar clients successfully served. Proposals will only be considered from experienced qualified firms. Provide information on proposed staffing levels and resumes of all persons who will be involved in the business and the actual operations. Letters of Commendations or Recommendation may be included in this section.

PAST PERFORMANCE

Currently, AppleOne services over 750 public sector entities. Our agency has recently established contracts with the **City of Riverside**, **Fort Worth Housing Solutions**, and the **Orange County Department of Education**. All three contracts are for the provision of temporary personnel, covering a wide variety of Administrative/Clerical, Finance, Labor, Professional, and Technical positions. While they differ in the number and type of positions services, as well as the location of services to be performed, they are similar in the scope of work as it pertains to candidate recruitment, screening, placement, reporting, and quality assurance. If awarded, all of these services and customized programs will continue to be utilized in the provision of the Town contract.

Following is a description of the contracts referenced above.

The **City of Riverside** contract is for the provision of *Temporary Agency Employee Services* over the course of two years, with an option for two (2), one (1) year annual renewals. Positions include, Administrative Clerk, Office Specialist, Accountant, Payroll Clerk, General Service Worker, Risk Management Assistant, Claims Examiner, Database Developer, and IT Analyst.

The **Fort Worth Housing Solutions** contract is for the provision of *Temporary Staffing Agency Services* over the course of a year, with an option for annual renewals. Positions include, Administrative Assistant, File Clerk, Financial Manager, IT Support Specialist, Leasing Consultant, and Legal Assistant.

The **Orange County Department of Education** contract is for the provision of *Temporary Staffing Services*. Positions include, Administrative Assistant, Executive Assistant, Senior Accounting Technician, Senior Payroll Technician, and Legal Secretary.

KEY PERSONNEL

AppleOne has comprised a team who will oversee account management and work to ensure the Town's satisfaction. The proposed AppleOne team consists of staff with proven experience applying "best practices" within the human capital resources industry. As mentioned earlier, the Town will be directly serviced by AppleOne's West Palm Beach branch, which in turn is supported by corporate management. Following is a description of key individuals on the management team.

Account Management Team Contact Information		
Ms. Lisa Cavanagh Project Manager AppleOne West Palm Beach 1641 Worthington Road, Ste. 130 West Palm Beach, FL 33409 Phone: (561) 683-6868 Email: lcavanagh@appleone.com	Ms. Lauren Hawkins Assistant Project Manager AppleOne West Palm Beach 1641 Worthington Road, Ste. 130 West Palm Beach, FL 33409 Phone: (561) 683-6868 Email: lhawkins@appleone.com	Mr. Rick Hagmann Director of Government Services ACT•1 Government Solutions 16371 Beach Blvd, Suite 240 Huntington Beach, CA 92647 Office: 866-4938343 Email: govvsolutions@appleone.com



AppleOne's Project Manager, **Ms. Lisa Cavanagh** is the Senior Account Executive of AppleOne's West Palm Beach branch, where she has been instrumental in developing strong alliances within both the public and private sectors. The services Ms. Cavanagh provides to clients include, but are not limited to, candidate recruitment, testing, screening and job order fulfillment. As the Project Manager, Ms. Cavanagh will supervise the execution of the contract with the Town. She will manage the day-to-day processes, including testing, screening, and ensuring all temporary employees are fully trained and qualified, have the skills requirements needed for positions, and are performing up to standard for the Town. Ms. Cavanagh will gather all necessary information needed to recruit, screen, evaluate, and qualify candidates who possess the required skills to be productive at the Town. Ms. Cavanagh will be directly supported by the Assistant Project Manager for this contract, Ms. Lauren Hawkins, as well as the area branch staff, and AppleOne's dedicated Government Solutions Division.

Ms. Lauren Hawkins possesses several years of human resources and staffing industry experience. As the Branch Manager for the West Palm Beach office, she is responsible for implementing growth strategies, while also providing coaching and career development tips to candidates to make sure they are maximizing their potential. Ms. Hawkins will be primarily responsible for recruiting and applicant development, and will provide special recruiting services to support the Town. Additional duties will include: staff performance and accountability, client fulfillment oversight, maintenance and expansion of qualified applicant pool, ongoing training and development of all team members, and ensuring that clients receive quality service at all times.

Mr. Rick Hagmann, Director of Government Services will be assisting as the primary contact regarding all contract-related issues. Mr. Hagmann leads teams responsible for proposals, centralized recruiting, compensation, payroll, benefits administration, employee relations, contract interpretation, performance management, program management, policy administration, and general human resource and staffing operations.

Resumes have been included immediately following this page.



1641 Worthington Road Suite 130
West Palm Beach, FL 33409

Phone – (561) 683-6868
lcavanagh@appleone.com

LISA CAVANAGH

Senior Account Executive

PROFESSIONAL HISTORY

Senior Account Executive

APPLEONE EMPLOYMENT SERVICES

02/10 - Present
West Palm Beach, FL

- Actively campaign target accounts and develop new business through sales and developing client relationships
- Interview, source and evaluate all potential candidates to determine their qualifications for placement
- Continuously develop applicant base through recruiting, reactivating and referrals
- Provide outstanding customer service to all candidates, clients, and coworkers
- Maintain minimum standards, proactively increase temporary and permanent sales
- Attend corporate network events monthly
- Maintain and expand client list and cultivate relationships
- Assist in the administration of the HR policies and procedures such as performance management, wage and salary management in accordance with corporate guidelines
- Answer all questions regarding invoices and do monthly aging and collections

Senior Service Manager

ULTIMATE STAFFING SERVICES

11/99 to 02/10
West Palm Beach, FL

- Source, contact, network, identify, interview, and qualify junior and senior level professions through various recruitment strategies, including targeted calls, on-line searches and database mining
- Meet with management regularly with regard to open positions
- Inside and outside sales to identify employment needs
- Relationship building with clients and candidates
- Present and process pre-employment/employment documentation
- Perform weekly payroll for contract employees
- Answer all questions regarding invoices and do monthly aging and collections
- Assist with the coordination of all employee activities, including annual and/or semi-annual functions, (i.e., holiday events, charity events, monthly birthday planning)
- Assist with the general office/reception ensuring we interface with the public in a highly professional and service oriented manner

Nursing Staff Coordinator

COLUMBIA HOSPITAL CORPORATION

1997 to 1999

- Scheduled nurses daily depending on census and matrix for 375 bed hospital
- Met daily with Nurse managers to determine additional needs
- Reported to Director of Nurses
- Schedule travel nurses for contract assignments
- Performed payroll in Kronos system

EDUCATION

A.S Degree, Business Administration

A.S Degree, Human Services

University of Bridgeport
Westchester Community College



16371 Beach Blvd., Suite 240
Huntington Beach, CA 92647

Phone: (866) 493-8343
Fax: (714) 596-7798
E-mail: govnotices@ain1.com

Rick Haggmann

PROFESSIONAL HISTORY

AppleOne Employment Services – Huntington Beach, CA

07/2007 – Present

Director of Government Services

- Originally hired as Manager of Government Implementation and Special Accounts, promoted to Sr. Manager of Government Services, and ultimately Director of Government Services.
- Lead teams responsible for proposals, centralized recruiting, compensation, payroll, benefits administration, employee relations, contract interpretation, performance management, program management, policy administration, and general human resource and staffing operations.
- Successfully recruit and manage all levels including: IT, Engineering, Scientific, Business Professional, Medical, Legal, Industrial and Administrative (exempt and non-exempt), for multiple government agencies, contractors and the private sector.
- Travel with unescorted access to secure federal government facilities serving as on-site Senior Program Manager, Human Resource Business Partner and main point of contact responsible for employee relations, annual reviews, staffing, onboarding, investigations, terminations and other employment/human resource functions.
- Ensure company complies and adheres with all employment rules and regulations of the federal government as well as specific state and city laws and rulings that may exceed federal requirements.
- Represent company at pre-hearing conferences of federal and state labor boards and EEOC mediations.
- Oversee staffing contract transitions, administration, implementation, compliance and quality assurance for both federal and non-federal government entities throughout the United States.

Super Color Digital – Irvine, CA

07/2006 – 03/2007

Project Manager

- Create and execute project work plans and revise appropriately to meet changing needs and requirements.
- Identify resources needed and assign individual responsibilities.
- Manage day-to-day operational aspects of multiple projects and scopes.
- Review quotes, orders and final products/projects prepared by team before passing to client.
- Ensure project documents are complete, current, and organized appropriately.

Solutions Industrial Innovations – Rancho Santa Margarita, CA

11/2000 – 11/2005

National Inside Sales & Customer Service Manager

- Responsible for hiring, training and managing Inside Sales/Customer Service departments

Regional Sales Manager, Australia, New Zealand and Asia Pacific

- Establish strong sales/distribution channels in assigned geography and managing distributor activities.

Special Projects Manager

- Design and implement inventory company-wide location system for all items.

EDUCATION

CHAPMAN UNIVERSITY, Orange, CA

- Graduate Coursework in Human Resource Management & Organizational Leadership/Development
- Bachelor of Arts, Business Communication



Provide a list of all current contracts and schedule requirements.

AppleOne has been performing the services required by this Request for Proposal for more than 50 years. Our principal line of business is human capital management, which includes temporary, temporary-to-hire, and direct-hire services. AppleOne has provided similar staffing services to numerous agencies with environments similar to the Town, including:

HOUSING AUTHORITIES	
Atlanta Housing Authority	Denver Housing Authority
Santa Clara County Housing Authority	Housing Authority of the County of San Bernardino
Oakland Housing Authority	Fort Worth Housing Solutions
Charlotte Housing Authority	Norfolk Redevelopment and Housing Authority

As mentioned previously, AppleOne currently services over 750 public sector entities. A representative list is provided below:

APPLEONE REPRESENTATIVE LIST OF CLIENTS	
Cal State Fullerton (CSUF)	County of Tarrant, Texas
City Attorney's Office, Oakland, California	Georgia Department of Community Affairs
City of Anaheim, California	Georgia Department of Revenue
City of Berkeley, California	Gilroy Unified School District, Gilroy, California
City of Glendale, California	Greater Orlando Airport Authority
City of Houston, Texas	Las Vegas Valley Water District
City of Mountain View, California	Los Angeles Airport Authority
City of Pasadena, California	Los Angeles Unified School District
City of San Bruno, California	Orlando Public Utilities Commission
City of San Carlos, California	Pinellas County Unified School District
Contra Costa Community College District	Port of Los Angeles
County of Contra Costa, California	Sacramento Metropolitan Utility
County of Gwinnett, Georgia	Sam Trans
County of Hennepin, Minnesota	San Diego Water District
County of Houston, Texas	South Coast Air Quality Management District
County of Johnson, Kansas	Southern California Water Company
County of Los Angeles, CDC	Southwest Gas
County of Los Angeles, District Attorney	State of Colorado
County of Los Angeles, Internal Services	State of Nevada
County of Los Angeles, Public Defender	State of Utah
County of Los Angeles, Sheriff	Sunnyside Unified School District, Tucson
County of Maricopa, Arizona	Tucson Unified School District
County of Orange, Florida	US Department of the Treasury, FedSource
County of Orange, Superior Courts, California	University of Miami, Florida
County of Riverside, California,	Village of Wellington, Florida
County of Sacramento, California	Washington State Department of Transportation



(TAB 9) Cost Detail

Complete Proposal pages and attach fee schedule for the services and any other documents as requested.

Per the requirements of this RFP, AppleOne has included completed the *Cost Proposal Pages* forms immediately following this page.



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

COST PROPOSAL PAGES

Percent of Markup over the hourly rate	<u>40</u> %
Other fees/charges (explain)	\$ <u>0.54 ACA fees</u>

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

*SIGNATURE: *Michael A. Hoyal* Date: 9/25/18

Name: Michael A. Hoyal Title: Chief Financial Officer

Company: Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services Address: 327 West Broadway
Printed
Legally registered name

City: Glendale State: CA Zip: 91204

Telephone No: (800) 872-2677 Fax No: (818) 240-1706 Email: govsolutions@appleone.com

Federal ID #: 95-2580864 Dun Bradstreet #: 07-622-4179

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

Name of Company Representative: Carlton G. Bryant

Address: 1999 West 190th Street, Torrance, CA 90504

Phone Number: (866) 493-8343 Fax Number: (714) 596-7798

E Mail: cbryant@appleone.com Date September 27, 2018

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

Addendum No. 1 Dated: 09/26/2018 Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:

PROPOSER'S CHECKLIST

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

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



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

COST PROPOSAL PAGES

Percent of Markup over the hourly rate	40 %
Other fees/charges (explain)	\$ 0.54 ACA fees

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

*SIGNATURE: Michael A. Hoyal Date: 9/28/18

Name: Michael A. Hoyal Title: Chief Financial Officer

Company: Howtroyd-Wright Employment Agency, Inc. Address: 327 West Broadway
dba AppleOne Employment Services
Legally registered name

City: Glendale State: CA Zip: 91204

Telephone No: (800) 872-2677 Fax No: (818) 240-1706 Email: govsolutions@appleone.com

Federal ID #: 95-2580864 Dun Bradstreet #: 07-622-4179

***Failure to affix signasal may result in disqualification of proposal**

Name of Company Representative: Carlton G. Bryant

Address: 1999 West 190th Street, Torrance, CA 90504

Phone Number: (866) 493-8343 Fax Number: (714) 596-7798

E Mail: cbryant@appleone.com Date September 27, 2018

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

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Addendum No. Dated: Addendum No. Dated:

Addendum No. Dated: Addendum No. Dated:



PROPOSER'S CHECKLIST

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

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



(TAB 10) Forms

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

Per the requirements of this RFP, AppleOne has included executed copies of the documents listed below, immediately following this page.

- *Proposers Qualifications*
- *Drug Free Workplace*
- *References*
- *Sub Contractor List*
- *Municipal Tax Receipt - City of West Palm Beach*
- *Form W9*



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

PROPOSER'S QUALIFICATIONS

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

1. Legal Name and Address:

Name: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

Address: 327 West Broadway

City, State, Zip: Glendale, CA 91204 Phone (866) 493-8343 Fax: (310) 596-7798

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

3. If Corporation, state: Date of Incorporation: 11/28/1968 State in which Incorporated: CA

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 03/24/1997

5. Name and Title of Principal Officers	Date Elected:
<u>Janice Bryant Howroyd, CEO</u>	<u>2012</u>
<u>Brett Howroyd, President</u>	<u>2017</u>
<u>Michael A. Hoyal, CFO</u>	<u>2012</u>
<u></u>	<u></u>

6. The Vendor's length of time in business: 53 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 21 years

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

Name N/A Percentage of Interest: N/A

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

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

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



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

PROPOSER'S QUALIFICATIONS

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

1. Legal Name and Address:

Name: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

Address: 327 West Broadway

City, State, Zip: Glendale, CA 91204 Phone (866) 493-8343 Fax: (310) 596-7798

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

3. If Corporation, state: Date of Incorporation: 11/28/1968 State in which Incorporated: CA

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 03/24/1997

5. Name and Title of Principal Officers

Date Elected:

Janice Bryant Howroyd, CEO

2012

Brett Howroyd, President

2017

Michael A. Hoyal, CFO

2012

6. The Vendor's length of time in business: 53 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 21 years

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

Name N/A Percentage of Interest: N/A

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

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

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



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

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

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

This Certification is submitted by Michael A. Hoyal ***the***

(Individual's Name)

Howroyd-Wright Employment Agency, Inc.

Chief Financial Officers

(Title/Position with Company/Vendor)

of dba AppleOne Employment Services

(Name of Company/Vendor)

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

Date

9/28/18

Signature

Michael A. Hoyal



TOWN OF PALM BEACH

RFP No. 2018-55

TEMPORARY PERSONNEL SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

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

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

This Certification is submitted by Michael A. Hoyal **the**
(Individual's Name)
Howroyd-Wright Employment Agency, Inc.
of dba AppleOne Employment Services
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

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

Date

9/28/18

Signature

Michael A. Hoyal



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

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

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

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Broward County Supervisor of Elections	Date(s):	2008 to present
115 South Andrews Ave. Room 201,	Amount:	\$525k in election years
Ft. Lauderdale, FL 33301	Contact:	Susanne L. Timmons
	Telephone No:	954-712-1958
	Email:	stimmons@browardsoe.org
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
City of West Palm Beach	Date(s):	2014 to present
401 Clematis Street	Amount:	\$20k
West Palm Beach, FL 33401	Contact:	Brenda Jenkins, HR Analyst
	Telephone No:	561-822-1744
	Email:	BJenkins@wpb.org
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Orange County Supervisor of Elections	Date(s):	2010 to present
111 W. Kaley Avenue	Amount:	\$200k in election years
Orlando, FL 32801	Contact:	Susan Scatliffe
	Telephone No:	407-254-6550
	Email:	susan@ocfelections.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Town of Palm Beach	Date(s):	2013 to present
951 Okeechobee Road, Suite D	Amount:	\$202K
West Palm Beach, FL 33401	Contact:	Adis Pedraza
	Telephone No:	561-838-5406
	Email:	apedraza@townofpalmbeach.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
City of Boynton Beach	Date(s):	2014 to present
3301 Quantum Blvd, Suite 101	Amount:	\$68K since 2014
Boynton Beach, FL 33426	Contact:	Danielle Goodrich
	Telephone No:	561-742-6273
	Email:	goodrichd@bbfl.us
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

Howroyd-Wright Employment Agency, Inc.
 Company Name: dba AppleOne Employment Services Additional references may be provided by attachment.



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

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

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

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Broward County Supervisor of Elections	Date(s):	2008 to present
115 South Andrews Ave. Room 201,	Amount:	\$525k in election years
Ft. Lauderdale, FL 33301	Contact:	Susanne L. Timmons
	Telephone No:	954-712-1958
	Email:	stimmons@browardsoc.org
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
City of West Palm Beach	Date(s):	2014 to present
401 Clematis Street	Amount:	\$20k
West Palm Beach, FL 33401	Contact:	Brenda Jenkins, HR Analyst
	Telephone No:	561-822-1744
	Email:	Bjenkins@wpb.org
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Orange County Supervisor of Elections	Date(s):	2010 to present
111 W. Kaley Avenue	Amount:	\$200k in election years
Orlando, FL 32801	Contact:	Susan Scatliffe
	Telephone No:	407-254-6550
	Email:	susan@ocfelections.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
Town of Palm Beach	Date(s):	2013 to present
951 Okeechobee Road, Suite D	Amount:	\$202K
West Palm Beach, FL 33401	Contact:	Adis Pedraza
	Telephone No:	561-838-5406
	Email:	apedraza@townofpalmbeach.com
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	Temporary Personnel Services
City of Boynton Beach	Date(s):	2014 to present
3301 Quantum Blvd, Suite 101	Amount:	\$68K since 2014
Boynton Beach, FL 33426	Contact:	Danielle Goodrich
	Telephone No:	561-742-6273
	Email:	goodrichd@bbfl.us
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

Howroyd-Wright Employment Agency, Inc.
Company Name: dba AppleOne Employment Services Additional references may be provided by attachment.



TOWN OF PALM BEACH

RFP No. 2018-15

TEMPORARY PERSONNEL SERVICES

LIST OF PROPOSED SUBCONTRACTORS

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

Name and Address of Subcontractor	Scope of Work	License #
1. not applicable		
2.		
3.		
4.		
5.		

Signature and Date

Mark G. Hargel 9/28/18

Chief Financial Officer

Howroyd-Wright Employment Agency, Inc.

Title/Company dba AppleOne Employment Services



TOWN OF PALM BEACH

RFP No. 2018-15

TEMPORARY PERSONNEL SERVICES

LIST OF PROPOSED SUBCONTRACTORS

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

Name and Address of Subcontractor	Scope of Work	License #
1. not applicable		
2.		
3.		
4.		
5.		

Signature and Date W. C. Hengel 9/25/18

Chief Financial Officer

Howroyd-Wright Employment Agency, Inc.

Title/Company dba AppleOne Employment Services



CITY OF WEST PALM BEACH



Attached is your 2018-2019 Business Permit reflecting payment of fees for your Local Business Tax, Certificate of Use (if applicable), Sidewalk Cafe Permit (if applicable), and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-19 of the City Code. Sidewalk Cafe Permit: A sidewalk cafe permit requires compliance with the conditions in Secs. 76-345 and 76-347 of the City Code. A sidewalk cafe permit may be suspended or revoked pursuant to Sec. 76-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 9-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6760 OR FAX (561) 805-6876 • HOURS 8:00 AM - 5:00 PM - MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



CITY OF WEST PALM BEACH

NOT TRANSFERABLE

2018 to 2019 BUSINESS RECEIPT

0000018406
APPLEONE EMPLOYMENT SVCS
1641 WORTHINGTON RD # 130

ADMINISTRATION OFFICE
EMPLOYMENT SVCS TEMP/FULL
ADDITIONAL DBA
APPLEONE TECHNICAL
STAFFING

42053

561310

EMPLOYMENT PLACEMENT AGENCY

17364

EXPIRES
SEPTEMBER 30,
2019

THIS DOCUMENT NOT VALID
UNLESS FEES ARE COLLECTED

** PAID

17364

173.64 ** BAL **

0.00

CITY OF WEST PALM BEACH
BUSINESS TAX DEPT
P.O. BOX 1140
WEST PALM BEACH, FL 33402

ENCLOSURE FOR 2018-2019 BUSINESS RECEIPT ENCLOSED

APPLEONE EMPLOYMENT SVCS
P O BOX 29048
GLENDALE
CA
91209

50

APPLEONE EMPLOYMENT SERVICES, RFP RESPONSE

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Howroyd-Wright Employment Agency, Inc.

2 Business name/disregarded entity name, if different from above

AppleOne Employment Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

327 W Broadway

6 City, state, and ZIP code

Glendale, CA 91204

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

9 5 - 2 5 8 0 8 6 4

Part II Certification

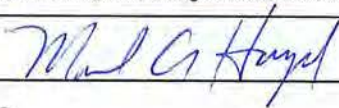
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ►

9/28/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. Howroyd-Wright Employment Agency, Inc.	
2 Business name/disregarded entity name, if different from above AppleOne Employment Services	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ Resident (U.S. citizens) maintained outside the U.S.
5 Address (number, street, and apt. or suite no.) See instructions. 327 W Broadway	Requester's name and address (optional):
6 City, state, and ZIP code Glendale, CA 91204	
7 List account number(s) here (optional):	

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Social security number									
			-			-			
or									
Employer identification number									
9	5	-	2	5	8	0	8	6	4

Part II Certification

Under penalties of perjury, I certify that:

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- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>M. C. Haged</i>	Date ► <i>9/28/18</i>
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General Instructions

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- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
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- Form 1099-A (acquisition or abandonment of secured property)

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Cat. No. 10231X

Form **W-9** (Rev. 11-2017)



**TOWN OF PALM BEACH
RFP No. 2018-55**

TEMPORARY PERSONNEL SERVICES

September 26, 2018

Addendum No. 1

This addendum shall modify and become a part of the original Solicitation Document.

The proposal due date remains October 4, **2018, at 2 p.m.** The purpose of this addendum is to provide modifications to the scope of services, clarifications and answers to questions received:

QUESTIONS

Question 1: Present vendor(s)?

Answer 1: Appleone Employment Services;

Question 2: Who is/are the current vendor/s?

Answer 2: Appleone Employment Services;

Question 3: Please provide name of the current vendor(s) providing the services and how are the current services being procured:

Answer 3: Appleone Employment Services. They were procured by a previous RFP process.

Question 4: Which firms are you currently working with for staffing services?

Answer 4: Appleone Employment Services;

Question 5: Please provide a copy of the proposal of all current vendors providing services, including rate/cost sheets.

Answer 5: See attached.

Question 6: Award date(s)?

Answer 6: August 28, 2013

Question 7: Hourly billing rates for each category at the time of award?

Answer 7: Range \$17.81 - \$25.89 includes markup over hourly rate, which is 37%.

Question 8: Current billing rates?

Answer 8: Range \$17.81 - \$25.89

Question 9: What are the bill and pay rates under the current contract?

Answer 9: Range \$17.81 - \$25.89 includes markup over hourly rate, which is 37%.

Question 10: What are your current pay rates for each position and do you wish to maintain the existing pay rates:

Answer 10: Range \$17.81 - \$25.89. Dependent on the qualification of the assigned person.

Question 11: Prevailing/Living wage requirements at time of award?

Answer 11: No requirement.

Question 12: Bid tabulation from current award?

Answer 12: See attached

Question 13: What is the current budget for the contract?

Answer 13: Unknown. In fiscal year 2018, year to date (October through August), total expenditures were approximately \$75,000.00. It is neither expressly implied nor guaranteed that the amounts shown will be achieved in the next contract period.

Question 14: What is the annual budget over the term of the new contract?

Answer 14: Unknown.

Question 15: What is the anticipated annual and total spend for this contract?

Answer 15: Unknown.

Question 16: How much was spent (dollar value) on this service last year?

Answer 16: In fiscal year 2017 (October through September) the Town utilized temporary clerical staff in a variety of positions and the total expenditures were approximately \$79,000.00.

Question 17: How much was spent on temporary staffing services in 2016, 2017 and 2018 YTD (for the services requested under this RFP?

Answer 17: FY16 \$46,700.00; FY17 \$79,000.00; FY18 YTD \$75,000.00.

Question 18: How much is intended to be spent once the contract is awarded:

Answer 18: Unknown.

Question 19: How many employees currently work under this contract?

Answer 19: Three.

Question 20: How many temporary employees are currently utilized?

Answer 20: 3.

Question 21: How many temporary assignments were placed in 2017? Anticipated for end of 2018? Anticipated for 2019?

Answer 21: FY17 – 4; FY18 – 5; FY19 – unknown.

Question 22: How many temporary assignments were placed in 2017? Anticipated for end of 2018? Anticipated for 2019?

Answer 22: 2017 – 1; 2018 – 2; 2019 – unknown.

Question 23: How many vacancies currently exist for permanent employees (if contract involves direct hire/perm recruitment)?

Answer 23: There are currently 3 in the position types covered by the Scope of Services. Currently there are 39 total Town-wide including Public Safety and specialized positions. Zero.

Question 24: How many vendors will be awarded as a result of this solicitation?

Answer 24: Two.

Question 25: Can the vendor pass through the any background, drug testing costs to the County?

Answer 25: See 'Cost Proposal Page' row titled 'Other Fees/Charges (explain)', and if it is part of the Proposer's cost then enter this information in this row.

Question 26: How many temporary employees will work per category?

Answer 26: At this time it is unknown.

Question 27: What is the estimated need of hours per week for temp staff?

Answer 27: Normally 40 hours per week.

Question 28: Will this contract require the pay rolling of current employees?

Answer 28: No.

Question 29: Is the subcontracting a mandatory requirement for this contract?

Answer 29: No.

Question 30: Can an MBE/Minority firm self-satisfy the subcontract goals?

Answer 30: Yes, though there are no subcontracting goals.

Question 31: Is a FL business registration required?

Answer 31: page 8, part 1-16 Licenses reads, "Proposers, both corporate and individual must be fully licensed in the State of Florida at the time of RFP submittal."

Question 32: Is there any mandated PTO or Supplemental benefits/ Living Wage/ Prevailing Wage?

Answer 32: None.

Question 33: What is the average turnover rate per each position/how-long do assignments last generally?

Answer 33: Not tracked. 1 week to 6 months.

Question 34: Are the positions going to be subject to any minimum wage increase over the course of the contract?

Answer 34: Federal or State Minimum Wage Increases would be at cost only, and would not entertain increase to unemployment rate.

Question 35: Do the proposals have to be bound? If so how would you like them bound?

Answer 35: Professionally presented. The proposal should contain tabbed sets in the same order as the information requested within.

Question 36: If applicable, can the Town be utilized as one of respondent's five references?

Answer 36: Yes.

Question 37: When does the Town anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

Answer 37: Approximately November 2018.

Question 38: Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the Town?

Answer 38: See 'Cost Proposal Page' row titled 'Other Fees/Charges (explain), and if it is part of the Proposer's cost then enter this information in this row.

Question 39: Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the Town?

Answer 39: No.

Question 40: With respect to Affordable Care Act (ACA) costs, would the Town prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's mark-up rates? Please clarify.

Answer 40: Incorporated directly into each respondent's mark-up rate.

Question 41: If government-mandated cost or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Answer 41: Yes.

Question 42: Is there any preference to the local vendors?

Answer 42: No.

Question 43: What are the most frequently used job categories in the subject matter RFP?

Answer 43: Administrative Assistant.

Question 44: Is this the first time going to RFP for temporary staffing services?

Answer 44: No.

Question 45: Are the positions listed in Scope of Work Section C the only positions that will need to be filled? Which Town departments will assignments be needed?

Answer 45: Yes. The Town has eight Departments: Fire-Rescue; Police; Human Resources; Public Works; Recreation; Planning, Zoning & Building; Finance and the Town Manager's Office.

Question 46: Do you currently outsource these positions?

Answer 46: No.

Question 47: How much do you spend on outsourcing each year?

Answer 47: \$0.

Question 48: How many hours will the positions work each day?

Answer 48: Historically 8 hours per day.

Question 49: How many workers do you need for each position?

Answer 49: Historically one per position.

Question 50: How many days will each position work in a year?

Answer 50: Unknown.

Question 51: Can you please share the job descriptions:

Answer 51: See Part II, Nature of Services Required, section 2-2 Scope of Work, item C Job Titles, Job Descriptions and Minimum Requirements or, you may go to:

<https://www.governmentjobs.com/careers/palmbeachfl/classspecs>

Question 52: What training do you require?

Answer 52: Training is not required but the person assigned must be capable of performing tasks within the assigned position.

Question 53: What other qualifications are required for workers:

Answer 53: On a rare occasion, the Town may require the assigned person to accept cash. In this instance a credit check, paid by the contractor, will be required.

Any questions concerning this document should be addressed to Purchasing via facsimile to (561) 835-4688 or e-mail to: ebitteker@townofpalmbeach.com

Eugene M. Bitteker
Buyer

All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.

Howroyd-Wright Employment Agency, Inc.

Company Name: dba AppleOne Employment Services

327 West Broadway

Address:

Glendale, CA 91204

City, State, and Zip Code:

Authorized Signature:

Michael A. Hoyal, Chief Financial Officer

Print Name and Title:

Telephone: (800) 872-2677

Date: 9/28/18



Proposer shall provide verification of compliance such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award.

As evidence of our ability to meet the insurance requirements, AppleOne has included a sample Certificate of Insurance that lists all policy types and coverage amount, immediately following this page.



HOWRGEN-01

DORTIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MG Skinner & Associates 11030 Santa Monica Blvd., Suite 207 Los Angeles, CA 90025	CONTACT NAME: PHONE (A/C, No, Ext): (310) 478-5041 FAX (A/C, No): (310) 479-8707 E-MAIL: ADDRESS:
INSURED Howroyd Wright Employment Agency Inc., dba Apple One P.O. Box 29048 Glendale, CA 91209-9048	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: American Guarantee And Liability Insurance Company 26247 INSURER C: Ace American Ins Co 22667 INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		PRA 9698691-06	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP /Any one person \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PRA 9698691-06	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS UAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		UMB 9467218-06	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	WLRC64781212	04/01/2018	04/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime (3rd Party)		PRA 9698691-06	04/01/2018	04/01/2019	Occurrence/Aggregate 3,000,000
A	Prof. Liability		PRA 9698691-06	04/01/2018	04/01/2019	Occurrence/Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation is not applicable in any monopolistic state.

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Consent - Other

Agenda Title

Preservation Foundation Request for Special Event at Bradley Park on March 6, 2020.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated December 2, 2018, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Letter Dated November 1, 2018, from the Preservation Foundation of Palm Beach**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Preservation Foundation Request for Special Event at Bradley Park on March 6, 2020

Date: December 2, 2018

STAFF RECOMMENDATION

Staff recommends that the Mayor and Town Council consider the request from the Preservation Foundation of Palm Beach to waive certain requirements associated with the granting of a special event permit for the use of Bradley Park on March 6, 2020, for the 40th Anniversary Foundation Dinner.

GENERAL INFORMATION

The attached letter, dated November 1, 2018, from Preservation Foundation Executive Director, Amanda Skier, requests Council's approval for the Foundation to host its 40th Anniversary Dinner at Bradley Park. Council approval is required in order to grant approval of the March 6, 2020, event since:

1. The date of the event is in excess of the maximum nine (9) months permitted in section 106-282 of the Town Code for permit applications.
2. The total duration of the event, including assembly thereof, will be in excess of the maximum five (5) hours permitted in section 106-257 of the Town Code.

SPECIAL CONSIDERATIONS

Once the full event application and site layout are submitted staff will provide its standard review to ensure public safety and property protection. Items such as special detail security, valet parking, traffic flow, etc. will be addressed.

FUNDING/FISCAL IMPACT

The Preservation Foundation will provide a certificate of insurance naming the Town of Palm Beach as additional insured as required by the permit application. Costs for police or other required Town staff, that may be required, will be paid by the Foundation.

Attachment

cc: H. Paul Brazil, Director of Public Works
Darrell Donatto, Fire Rescue Chief
Nick Caristo, Acting Police Chief
Josh Martin, Director of Planning, Zoning, and Building
Kathleen Dominguez, Town Clerk



**Trustee Officers and
Executive Committee**

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L. Frank Chopin, Esquire, *Secretary*
Mr. L. B. "Ben" Alexander, Jr., *Treasurer*
Mrs. Robert M. Grace
Mrs. Howard J. Kessler
Mrs. Talbott B. Maxey
Mr. David G. Ober
Mr. Daniel E. Ponton
Mr. Thomas C. Quick
Mrs. Paul Shiverick
Mr. Erik Waldin

Executive Director
Amanda H. Skier

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Mr. and Mrs. Marvin H. Davidson
Mrs. F. Eugene Dixon, Jr.
Mrs. John J. Dowdle
Mr. and Mrs. E. Llwyd Ecclestone
Ambassador and Mrs. Edward E. Elson
Mrs. Henry Ford II
Mr. and Mrs. Mark E. Freitas
Mr. Robert M. Grace
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November 1, 2018

Town Council
Town of Palm Beach
Post Office Box 2029
Palm Beach, FL 33480

Dear President Moore, Mayor Coniglio, and Town Council Members:

On behalf of our Chairman and Executive Committee, I ask your consideration and approval of our request to hold our annual dinner dance at Bradley Park on March 6, 2020. The year 2020 will mark the 40th anniversary of the Preservation Foundation and we would like to highlight our most recent gift to the residents of Palm Beach. Many of our important donors, who made the Bradley Park Beautification project possible, attend this event and we would like them to see first-hand the impact of their generosity.

We are happy to make all accommodations necessary for approval of our request. Replicating the parking arrangement utilized for the cocktail reception we held in Bradley Park on December 14, 2017, we have received permission from the Flagler Museum to use their parking lot for the evening. We will also work with town staff to make the appropriate arrangements for special security detail.

Thank you in advance for your consideration of this matter. Please let me know if I may answer any questions or provide further information.

Sincerely,

Amanda H. Skier
Executive Director

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Consent - Other

Agenda Title

Recommendation to Convene the Blue Ribbon Panel to Recommend an Appointment to the Personnel Employee Relations Commission.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum Dated November 29, 2018, from Danielle Olson, Director of Human Resources**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Appointment to "Blue Ribbon" Panel per PERC Ordinance Appendix "A" Section 1.003

Date: November 29, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint a "blue ribbon" panel in the same manner as provided in the past, consisting of the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees). It will be the responsibility of the "blue ribbon" panel to recommend one or more qualified individuals for appointment as Chair to the Town's Public Employees Relations Commission (PERC). That recommendation for appointment will be presented to the Town Council on or before the February 12, 2019 meeting.

GENERAL INFORMATION

According to the Town's Code of Ordinances, Appendix A. Section 1.003, the Public Employees Relations Commission (PERC) shall be composed of a chairman and two other members to be appointed by the Town Council from a list of persons submitted by an independent "blue ribbon" panel appointed by Town Council. The Chairman position previously held by Ray Snow is vacant.

It has been the past practice of the Town Council to appoint the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees) to form the "blue ribbon" panel. The task for the "blue ribbon" panel will be to submit one or more qualified individuals for appointment by the Town Council as the Chairman on the PERC. If Town Council approves moving forward in the usual manner, this year's "blue ribbon" panel would be comprised of Ned Barnes, president of the Palm Beach Civic Association and Alan Golboro, Co-Chairman of the Citizens Association of Palm Beach. Note, Donald Singer is currently Co-Chairman of the Citizens Association of Palm Beach; however, he is also the appointed Employee Representative on PERC and therefore unable to participate in the selection of the Chairman at this time. The Director of Human Resources has historically served as facilitator of the panel, and will do so again this time. If Town Council desires a new method regarding the formation of the "blue ribbon" panel, please pull this item from the consent agenda and provide staff with additional direction.

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report of the Shore Protection Board.

Presenter

E. Llwyd Ecclestone, Jr., Chair

ATTACHMENTS:

- ▣ **Shore Protection Board Annual Report**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: E. Llwyd Ecclestone, Shore Protection Board Chairperson
Robert Weber, Coastal Program Manager

RE: Shore Protection Board Annual Report

DATE: November 30, 2018

The Shore Protection Board (SPB) is comprised of seven (7) regular members and three (3) alternate members appointed by the Town Council for three-year terms.

A chairperson and vice-chairperson are selected by the members. The 2018 SPB membership was as follows:

2018 Shore Protection Board Member	Position	Current Term Expires
E. Llwyd Ecclestone	Chairperson	12/2020
Lewis Katz	Vice-chairperson	12/2020
Kane Baker	Regular Member	12/2018
Melissa Ceriale	Regular Member	12/2019
James C. Gavigan	Regular Member	12/2018
Reuben B. Johnson, III	Regular Member	12/2018
Harvey Kinzelberg	Regular Member	12/2019
Stephen Jacoby	Alternate Member	5/2020
Warren Belmar	Alternate Member	5/2020
William Lorentzen	Alternate Member	5/2020

On December 12, 2017, Town Council re-appointed Llwyd Ecclestone and Lewis Katz. With that appointment, Mr. Ecclestone and Mr. Katz are currently serving their final three-year term. SPB members will only be allowed to serve for two (2) consecutive three-year terms. However, the board members serving at the time that Town Council set term limits have been grandfathered and will be allowed to apply for one final three-year term regardless of how many terms that they have previously served. The only remaining member that which grandfathering will be applicable to regarding term limits is Kane Baker (December 2018).

The Board met five (5) times during the 2018 calendar year.

2017 Shore Protection Board Member	Meetings Attended	Absences	Jan 23	Mar 29	Apr 26	May 24	Nov 29
E. Llwyd Ecclestone	5	0	P	P	P	P	P
Lewis Katz	2	3	P	E	E	P	E
Kane Baker	5	0	P	P	P	P	P
Melissa Ceriale	5	0	P	P	P	P	P
James C. Gavigan	5	0	P	P	P	P	P
Reuben B. Johnson, III	5	0	P	P	P	P	P
Harvey Kinzelberg	5	0	P	P	P	P	P
Stephen Jacoby	5	0	P	P	P	P	P
Warren Belmar	5	0	P	P	P	P	P
William Lorentzen	5	0	P	P	P	P	P

P = Present

E = Excused

U = Unexcused

CURRENT SHORELINE CONDITION

The Town's proactive on-going coastal management efforts have maintained storm protection along the 12.2 miles of Town shoreline. Despite heavy sand erosion associated primarily with Hurricanes Matthew (2016) and Irma (2017), no buildings were in imminent danger in 2018. Sand from the 2015 U.S. Army Corps of Engineers (USACE) Lake Worth Inlet Maintenance Dredging in Reach 1, 2015 Mid-Town Beach Renourishment in Reaches 3 and 4, and 2016 Phipps Ocean Park Beach Nourishment in Reach 7, continue to feed sand into Reaches 2, 5, and 8, respectively, to maintain shoreline stability. Dune Restoration in Reach 3 (2016), Reach 4 (2017) and Reach 8 (2015 and 2016) continue to provide stability to the Town's overall shoreline.

Effects from Hurricane Irma in September 2017 and subsequent seasonal storms displaced large amounts of sand from the dry beach and into the nearshore. Overall, the volumetric sand losses from the beach attributable to Irma are on the order of hundreds of thousands of cubic yards. While natural shoreline improvements occurred earlier this year, one 'hot spot' area near Gulfstream Road required Town intervention to assist with shoreline recovery.

The impacts from Hurricane Irma were measured and a FEMA claim exceeding \$19 million has been prepared and is currently going through Federal approval queues. The Town's claim includes the northern portion of Reach 2, Reaches 3 and 4 (Mid-Town), Reach 7 (Phipps), and Reach 8 (upland only). This process has been delayed due to the Federal response associated with Hurricane Michael in the Florida Panhandle.

2018 COASTAL PROTECTION PROJECTS

The following coastal protection project was constructed in 2018:

- Gulfstream Road Groin Construction
 - 9,500 cubic yards of sand was placed in the project area.
 - More than 1,700 tons of armor stone was used to construct the groin.
 - Construction was completed on time in 41 days and prior to May 15, 2018.
 - Construction was completed on budget in an amount of \$1,742,200.
 - Project Certification and Completion Report was provided to the regulatory agencies on July 30, 2018.

Sand Transfer Plant operations have continued during 2018 with more than 100,000 cubic yards (CY) of sand bypassed under the inlet, from Singer Island to Palm Beach Island, between January and mid-November 2018. The current volume is consistent with the volume (approximately 114,000) at this time last year and, together with the inlet maintenance dredging, meets the inlet sand bypassing goals of an average of 202,000 cubic yards per year.

Biological, physical, sea turtle nesting, and shorebird monitoring work continued, as required by State's Beach Management Agreement (BMA) and/or Federal permits, as previously approved by Town Council.

The Town continues to await regulatory action by the U.S. Army Corps of Engineers (USACE) for the Reach 8 Environmental Impact Statement (EIS). Action by the USACE, such as publication of a Record of Decision (ROD), continues to be expected to identify possible solutions for consideration in Reach 8. The Shore Protection Board will review and consider a solution in Reach 8, including an FY 2020 budget item, once additional feedback is received by the USACE.

The Town continues to await the USACE issuance of a permit to allow the Town approved groin rehabilitation project to proceed. The Shore Protection Board will then, in accordance with guidance from the Town Council, provide recommendations with respect to implementation of the groin rehabilitation project.

2018 SHORE PROTECTION BOARD ACTIONS

Dynamic Modeling for Coastal Vulnerability Assessment. In January, the Shore Protection Board unanimously recommended to adjust the purchase order to Woods Hole Group (WHG) to include dynamic modeling rather than static modeling for the flooding vulnerability study. One element of the study was to use a model to help the Town plan for present and future risks of flooding. The initial scope of work, developed in 2013, was to use a static model. WHG successfully completed a flooding study utilizing a newly developed dynamic model for the Boston area. This new technology has the capability to recognize specific flooding pathways rather than the more simplified approach of identifying impacts based generally on water levels. The additional detail is more realistic and can identify focused solutions for Town assets and infrastructure that may be at risk from flooding events. In April, Town Council accepted the SPB recommendation to the modeling scope of work was adjusted. Following the two-year study, the final report from WHG is to be provided to the Town in January 2019.

The Breakers/Clarke/Mid-Town Area. The Shore Protection Board continues to support the ongoing efforts initiated by the Technical Advisory Committee (TAC), as recommended by the Florida Department of Environmental Protection (FDEP). Due to the multiple number of stakeholders and the shoreline complexities, FDEP recommended that a TAC be established to maintain concurrence, transparency, and participation through the design and permitting process. Detailed design through the TAC was initiated in April. Results from the TAC are anticipated to be brought back to the board in January 2019.

FY 2019 Coastal Management Program Budget. In May, the Shore Protection Board unanimously recommended an FY 2019 Coastal Management Program Budget of \$17.7 million. To summarize, the budget included carryover for artificial reef construction, Sand Forepassing, Town shared costs associated with FEMA for Mid-Town and Phipps repair projects from Hurricane Matthew, Town shared costs to designate Mid-Town as a Federal project, and program maintenance and monitoring requirements. In addition, the SPB's FY 2019 budget recommended adjusting the groin rehabilitation item from \$500,000 to \$5,000,000 to construct the first phase. Town Council adopted an FY 2019 budget consistent with 55 of the 56 individual items identified within the SPB recommended FY 2019 Coastal Management Program Budget. The only item approved by Town

Council that was inconsistent with the SPB recommendation was groin rehabilitation (which was maintained at an annual appropriation of \$500,000). Construction of structural coastal projects, such as groins, can be funded through future bonds.

Innovative Technologies. Representatives from coastal engineering consulting firms APTIM and Tetra Tech provided the board with both historical and current perspectives on innovative technologies for coastal projects both in Florida and worldwide. The Town's Coastal Management Program, which is currently implementing Town Council's adopted 10-year plan, includes projects that are consistent with the State's Strategic Beach Management Plan. This is what led FDEP and the Florida Fish and Wildlife Conservation Commission to enter into a BMA with the Town. The SPB continues to have interest in finding innovative ways to address coastal management within the Town, but is careful in consideration of any innovative technologies so that the BMA is not affected.

Administrative. The Shore Protection Board spent some time getting the two (2) new alternate members informed and familiarized with Sunshine Laws and Public Records Laws.

Seniority for SPB Alternates. Voting rights need to be assigned to those alternate members based on the number of absent regular members for a particular meeting. The board decided to give seniority to Stephen Jacoby since he has been in the position of alternate member the longest. The order of second alternate (Warren Belmar) and third alternate (William Lorentzen) were determined by the board from a coin toss.

ANTICIPATED 2019 SHORE PROTECTION BOARD ACTIONS

Prior to Town Council review and consideration, the Shore Protection Board will discuss and recommend actions for the following notable items in 2019:

- FY 2020 Coastal Management Program Budget;
- Continued implementation of shoreline solution for Breakers/Clarke/Mid-Town area; and
- Continued considerations for Reach 8 following USACE issuance of a Record of Decision.
- Continued assistance to the Town Council in response to Town Council requests concerning implementation of the anticipated USACE-permitted groin rehabilitation project.
- Continued project monitoring of Mid-Town and Phipps and continued Townwide physical, biological, sea turtle nesting, and shorebird nesting monitoring in accordance with the BMA.
- Continue to explore alternative long-term solutions for the Coastal Management Program.
- Start considering long-term improvements following the Coastal Vulnerability Assessment.

cc: Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, P.E., Director of Public Works
Patricia Strayer, P.E., Town Engineer

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Committee Reports

Agenda Title

Report of the Public Works Committee Meeting Held on November 8, 2018.

Presenter

Bobbie Lindsay, Chair

ATTACHMENTS:

- ▣ **Minutes of the Public Works Committee Meeting Held on November 8, 2018**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON THURSDAY, NOVEMBER 8, 2018

I. CALL TO ORDER AND ROLL CALL

The Public Works Committee Meeting was called to order on Thursday, November 8, 2018 at 10:00 a.m. in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Lindsay led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Item No. IX. "ONGOING CONSTRUCTION PROJECTS – UPDATE" was moved and heard after Item No. IV. "COMMUNICATIONS FROM CITIZENS."

Motion was made by Committee Member Zeidman, and was seconded by Committee Chair Lindsay, to approve the agenda, as amended. On roll call, the motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS – None

V. REGULATING TRUCK TRAFFIC – UPDATE

Assistant Director of Public Works, Eric Brown, provided an update on the Town's efforts to regulate truck traffic. He reported that he met with several construction contractors in August to discuss truck traffic concerns, changes to truck deliveries and permit applications, and obtained their feedback. He provided an overview of the next steps involved regarding police and code enforcement and the timeline for completing the plan.

VI. ECR UPDATE

Assistant Director Brown provided an overview of the progress of the East Coast

Regional Water Reclamation Facility (ECR). He spoke regarding the improvements to the biosolids project; the permitting process; budget; and staffing and training issues.

VII. INVENTORY REVIEW OF CHEMICALS USED FOR PEST CONTROL AND FERTILIZER

Brett Madison, Facilities Manager, provided a historical overview of the various pests, such as whitefly, affecting the vegetation on the island and the measures taken to address the issues. He also spoke regarding replacing Ficus Benjamina with Ficus Altissima trees.

Discussion ensued regarding the various types of fertilizers in use.

VIII. ADOPTION OF FERTILIZER CONTROL ORDINANCE – ORDINANCE NO. 2018-XX

Paul Brazil, Director of Public Works, explained storm water control and the runoff into the Intracoastal Waterway.

Town Engineer, Patricia Strayer suggested revisions to the following sections of the draft Ordinance:

SECTION II. DEFINITIONS:
SECTION XI. EXEMPTIONS:
SECTION XV. PENALTIES:

Director Brazil informed the Committee that the Ordinance will be submitted to the Town Council at the December 11th meeting for first reading.

Chair Lindsay requested that the Ordinance be reviewed by the Ordinances, Rules and Standards Committee before the December 11, 2018 Town Council meeting.

IX. ONGOING CONSTRUCTION PROJECTS - UPDATE

(Clerk's Note: This item was taken out of order and heard after Communications from Citizens)

Patricia Strayer, Town Engineer, provided an update regarding the following projects:

Annie's Dock: Repair and rehabilitation improvements are completed and the dock has been raised by one (1) foot.

D-4 Outfall: Repair has been completed.

Mid-Town Bathrooms & Lifeguard Building: Repairs have been completed.

Royal Palm Way Irrigation Improvements: Almost completed. Smart irrigation technology allows for managing the use of water.

Bradley Place/Sunrise Ave: Repairs are ongoing. Foundations for the mast arms are completed. Mast arms will not be delivered until December. Site will be cleaned and ready for season. Will continue work after season in May next year.

Clark Ave/Cocoanut Row: Same as Bradley Place/Sunrise Ave.

Seabreeze Ave/Pendleton Ave: Repairs are tabled until the market prices decrease.

Phipps Ocean Park: Bathroom is in place. Work will be completed in the next two (2) weeks.

D-1 Lift Station Improvement: Control panels were delivered and work is ongoing.

A-41 Lift Station Improvement: Work is ongoing. Part of the underground utility improvements.

D-14 Lift Station Improvement: Work will be completed by December 22, 2018.

Ms. Strayer provided an overview of the different stages of undergrounding improvements including:

Phases 2 & 3 South (Sloan's Curve to Worth Ave): Will be put out to bid in February 2019. CMAR will be submitted December 14, 2018.

Phase 2 North: Ongoing until next season.

Phase 3 North: Will be awarded and construction will begin in May, 2019.

Regarding capital improvement projects, work will begin by May 1, 2019.

North Fire Station: Roof and windows need improvements.

E-1 (N. Lake Way & Mediteranean) and E-2 (N. Lake Way & Mockingbird) Lift Stations: Received materials, work will begin May 1, 2019.

Ms. Strayer explained that the cost estimates from 2-3 years ago are significantly lower today compared to the current market.

Eric Brown, Assistant Director of Public Works, provided an update of the Recreation Center and Town Docks projects.

Discussion ensued regarding the Town Docks construction permitting process.

X. TOPICS FOR FUTURE MEETINGS (Already Approved by Town Council)

a. Town-wide Paving Program

Director Brazil suggested the Town Docks, Recreation Center, ongoing construction projects, Fertilizer and Plant Replacement projects be placed on the agenda for future meetings.

XI. ANY OTHER MATTERS - None

XII. ADJOURNMENT

There being no further business, the Public Works Committee meeting of Thursday, November 8, 2018, was adjourned at 11:57 a.m.

APPROVED:

Bobbie Lindsay, Chair

ATTEST:

Kathleen Dominguez
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project:

a. Review of Project and Dashboard, Summary of Project Status

Steve Stern, Project Manager

b. RESOLUTION NO. 199-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc., in the Amount of \$1,448,360 for Phase 5 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

Patricia Strayer, Town Engineer

Presenter

ATTACHMENTS:

- ▣ **a. Project Review and Status Summary**
- ▣ **b. Memorandum dated November 19, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Kimley Horn Proposal**
- ▣ **b. Resolution No. 199-2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

TO: Mayor & Town Council
VIA: Kirk Blouin, Town Manager
FROM: Steven Stern, Project Manager
RE: **Key Project Updates**
DATE: November 30, 2018

I. Communications

Recent Events

- Phase 1 & 2 North: Coffee with the Crew, Monday, December 3, 2018.
- Phase 1 South: Cup of Joe with Bo & Town Staff, Friday, December 7, 2018.
- Undergrounding Community Meeting, Thursday, Nov 29, 2018 at Townhall
- Mail Campaign: All affected property owners within Phase 2 North were notified via mail of a planned right of way equipment placement adjacent to their property and provided contact information to obtain more information.

Upcoming Events

- Phase 1, 2, 3 - South: Cup of Joe with Bo & Town Staff, Friday January 4, 2019.
Location: South Fire Station
- Phase 1, 2, 3 North: Coffee with the Crew & Town Staff, Monday January 7, 2019.
New Location - Palmo Way – West Side - Green Space
- Undergrounding Community Meeting, Tuesday, Jan 29, 2019 at Townhall

II. Progress Summary:

Construction progress:

Phase 1 North Construction:

- FPL subscriber conversions have been on hold pending final FPL approval.
 - After the FPL walkthrough, two additional easements were required. One easement is recorded, the second we have a verbal approval. FPL cutover activities are now expected to begin in December.
- ATT acknowledged receipt of contract/payment and plans to begin installation activities in February 2019.

- Comcast installation activities are nearly complete with final electronics installations pending. Comcast plans to begin conversions to the underground system in 1Q. A start date will be communicated.
- Final pole removal and landscape remains targeted for May 2019.
- Landscaping planned to be installed after all utility subscriber cutovers. There may be exceptions based on proximity of poles to be removed.

Phase 1 South Construction:

- FPL subscriber conversions remain pending final FPL approval.
 - Walkthrough with FPL scheduled for December 4.
- ATT acknowledged receipt of contract/payment and plans to begin installation activities in February 2019.
- Comcast installation activities are nearly complete with final electronics installations pending. Comcast plans to begin conversions to the underground system in 1Q. A start date will be communicated.
- Final pole removal and landscape remains targeted for May 2019.
- Landscaping planned to be installed after all utility subscriber cutovers. There may be exceptions based on proximity of poles to be removed.

Phase 2 North Construction:

- Horizontal directional drilling continued through November. The crews began drilling at the north end of the project limits along North Lake Way just south of Onondaga Avenue and headed south.
- The east / west roads from North Lake to the first transformer have also been drilled.
- Drilling on N Ocean Blvd is expected to begin later this month and continue through February.

Phase 2-3 South Construction:

- CMAR Proposals received Nov 14.
- Selection in process with committee meeting planned for December 13.
- Awards are targeted for Jan Feb.
- The goal is to keep the project on track for May 2019-construction start.

Design & Easement Progress:

Phase 2:

- Phase 2 North Design is 90% complete
- Phase 2 South Design is 91% complete

Easement Status:

- Phase 2 North: 78% of easements approved
Multiple easements were added this month due to property owners that desire to eliminate chicanes and have volunteered their land for equipment placement. Those easements are still pending so the above completion percentage is lower than the previous month.
- Phase 2 South: 72% of easements approved

FPL issued a design revision that added two additional easements. Those easements are still pending so the above completion percentage is lower than the previous month.

Phase 3:

- Phase 3 North Design is 55% complete
- Phase 3 South Design is 48% complete

Easement Status:

- Phase 3 North: 11% of easements approved
- Phase 3 South: 3% of easements approved

Phase 4:

- Phase 2 North Design is 25% complete
- Phase 2 South Design is 22% complete

Easement Status: Not Started

III. Chicanes/ Street Choker - Progress Summary:

Status summary (as of Nov 30):

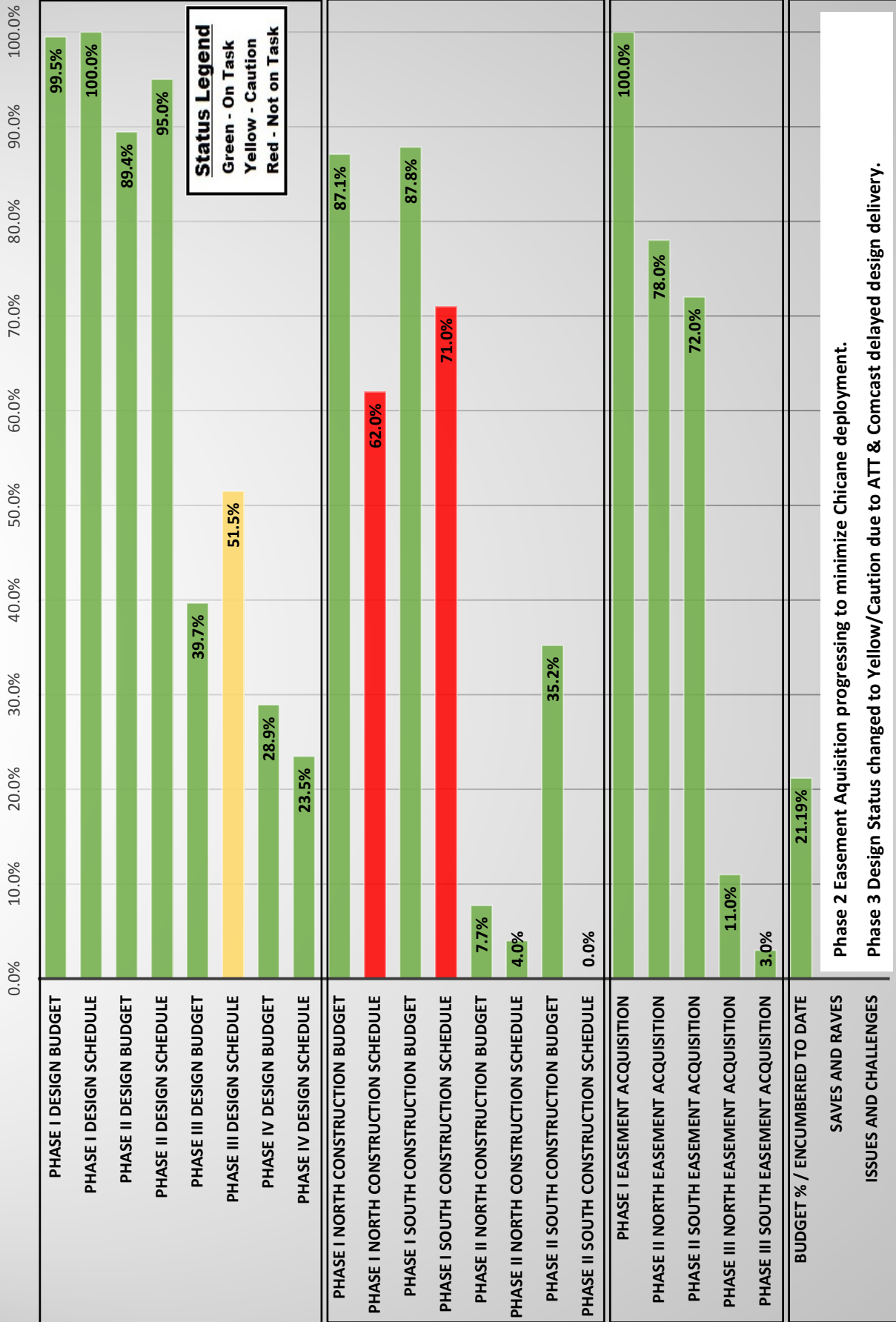
- a) Esplanade Way:
 - Verbal approval. 230 Esplanade Way. Easement document pending owner signature.
- b) Reef Road:
 - Verbal approval. 151 & 153 Reef Rd agreed to split the easement. Pending FPL review for requested variance due to clear space.
- c) Angler Ave:
 - Owner decision pending. 235 Angler Ave. Reconsidering revised design and equipment layout.
- d) Dolphin Road:
 - Verbal approval. 157 Dolphin Rd. Pending FPL review for requested variance due to clear space.
- e) Seagate Road:
 - Owner decision pending. A second on site easement meeting is scheduled for Jan 3 with the owner of 135 Seagate.
- f) Ocean Terrace:
 - Possible Solution. 235 Ocean Terrace. Owner reconsidering granting easement and in process to convert home from 3 phase to single-phase power. Doing so permits a reduction in footprint of required transformer equipment.

IV. Follow Up to Requested Town Council Action Item

Action: Staff to include the undergrounding utilities project start date and location information for each phase in next month's backup.

Phase Area	Design Start	Construction Start	End of Pole Removal / Restoration
Phase 1 N	Dec-16	Jun-17	Jun-19
Phase 1 S	Dec-16	Jun-17	Jun-19
Phase 2 N	Jun-17	Jul-18	Feb-20
Phase 2 S	Jun-17	May-19	Dec-20
Phase 3 N	Nov-17	May-19	Jan-21
Phase 3 S	Nov-17	May-19	Apr-21
Phase 4 S	Jun-18	May-20	Feb-22
Phase 4 N	Jun-18	May-20	Mar-22
Phase 5 N	May-19	May-21	Apr-23
Phase 5 N	May-19	May-21	May-23
Phase 6 N	May-20	May-22	Feb-24
Phase 6 N	May-20	May-22	Apr-24
Phase 7 N	May-21	May-23	Feb-25
Phase 7 N	May-21	May-23	Mar-25
Phase 8	May-22	May-24	Mar-26

Town of Palm Beach - Underground Utility Project Dashboard - Dec '18





Underground Utility Task Force Monthly Progress Report December 2018

Table of Contents

Dashboard – Phase 1 & 2 Construction and Phase 2, 3, 4 Design

1. Kimley-Horn Progress Report Phase 2
2. Kimley Horn Progress Report Phase 3
3. Kimley Horn Progress Report Phase 4
4. Phase 2 Design Gantt Chart
5. Phase 3 Design Gantt Chart
6. Phase 4 Design Gantt Chart
7. Burkhardt Executive Project Summaries & Schedule – Phase 1N & 2N
8. Whiting Turner Executive Summary – Phase 1S
9. Project Financial Report
10. Interest Rate Forecast

Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$102 million.

Prepared by the TMO & Finance Departments
November 30, 2018



Town-Wide Undergrounding - Phase 2 Design
KHA Project #044063202
November 2018 Progress Report
Period: October 26, 2018 to November 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 2 North Design is 99% complete
 - Phase 2 South Design is 91% complete
- Budget: Project is on budget as of November 15, 2018
 - Phase 2 North Design is at 90% of total task budget
 - Phase 2 South Design at 87% of total task budget
- Easement Status
 - Phase 2 North: 78% of easements approved*
 - Phase 2 South: 72% of easements approved**

*Multiple easements were added this month due to property owners that desire to eliminate chicanes and have volunteered their land for equipment placement. Those easements are still pending so the above completion percentage was lowered from the previous month.

**FPL issued a design revision that added two additional easements. Those easements are still pending so the above completion percentage was lowered from the previous month.

B. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 2 Design revisions and construction.
- Continued modification of construction plans based on easement acquisition process.
- Continued coordination with Comcast, AT&T and FPL to finalize Conduit Plans for Phase 2 South.
- Received the FDOT Phase 2 South Utility Permit application
- Coordination and development of the FDOT Phase 2 South Landscape Permit application
- Continued resident meetings for easement acquisition in Phase 2 North and Phase 2 South.
- Attendance at AT&T Coordination meeting
- Attendance at Progress Meeting with Town and Utility Owners
- Prepare and submit legal sketches and descriptions for approved easements.

II. Upcoming Activities (November 26, 2018 – December 25, 2018)

A. Detailed Design Phase

- Continue resident meetings to discuss easements in Phase 2 North and Phase 2 South.
- CMAR Procurement Assistance (Phase 2 South)
- Progress Meeting Attendance



Town-Wide Undergrounding - Phase 3 Undergrounding
KHA Project #044063215
November 2018 Progress Report
Period: October 26, 2018 to November 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 55% complete
 - Phase 3 South Design is 48% complete
- Budget: Project is on budget as of November 15, 2018
 - Phase 3 North Design is at 32% of total task budget
 - Phase 3 South Design at 34% of total task budget
- Easement Status
 - Phase 3 North: 11% of easements approved
 - Phase 3 South: 3% of easements approved

B. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination related to Phase 3 Undergrounding.
- o Continued review of Phase 3 existing survey files received from the Town, edit base file based on additional utility record information received. Plot existing recorded easements on base map.
- o Field review of proposed Phase 3 South FPL equipment locations to confirm locations are feasible.
- o Continued Progress on development of Preliminary Equipment Location Plan for Phase 3 South
- o Progress Meeting Attendance
- o Continued development of Phase 3 North and South easement exhibits and submittal to Town.
- o Research related to Private Streets and existing utility easement use in Phase 3 South.
- o Attended site meeting at Ferragamo Building regarding Closed Delta electrical service.
- o Received Phase 3 N FPL conduit schematic plan.

II. Upcoming Activities (November 26, 2018 – December 25, 2018)

A. Detailed Design Phase

- o Submittal of balance of easement exhibits – Phase 3 South
- o Easement meetings with property owners – Phases 3 North and South
- o Progress on Conduit Plans for Phase 3 North and South after receipt of utility owner network designs.
- o Commercial Service sizing
- o Preliminary landscaping plan development
- o Progress Meeting Attendance



Town-Wide Undergrounding - Phase 4 Undergrounding

KHA Project #044063219

November 2018 Progress Report

Period: October 26, 2018 to November 25, 2018

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below.
 - Phase 4 North Design is 25% complete
 - Phase 4 South Design is 22% complete
- **Budget:** Project is on budget as of November 15, 2018
 - Phase 4 North Design is at 21% of total task budget
 - Phase 4 South Design at 22% of total task budget
- **Easement Status**
 - Phase 4: N/A, will provide status when this work begins

B. Detailed Design Phase

- o Subconsultant coordination related to Phase 4 Undergrounding
- o Utility owner coordination related to Phase 4 Undergrounding
- o Progress Meeting

II. Upcoming Activities (November 26, 2018 – December 25, 2018)

A. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination related to Phase 4 Undergrounding
- o Progress toward development of Phase 4 Street Light Exhibits
- o Progress Meeting

ID	Task Name	Start	Finish	Jul '17 Aug '17 Sep '17 Oct '17 Nov '17 Dec '17 Jan '18 Feb '18 Mar '18 Apr '18 May '18 Jun '18 Jul '18 Aug '18 Sep '18 Oct '18
1	Detailed Design North End (Phase 2 North)	Mon 6/19/17	Wed 8/15/18	
2	Data Collection	Mon 6/19/17	Wed 11/22/17	
3	Sunshine One-Call Utility coordination and letter request for record data	Mon 6/19/17	Fri 8/4/17	
4	Collect/Analyze record information	Mon 6/19/17	Fri 8/18/17	
5	Site Survey	Wed 6/21/17	Thu 8/17/17	
6	Geotechnical Investigation	Mon 7/10/17	Fri 9/29/17	
7	Soft Dig Utility Locates	Mon 9/11/17	Wed 11/22/17	
8	Site Visit / Determine meter locations	Mon 7/17/17	Fri 7/28/17	
9	Utility Preliminary Design	Tue 9/12/17	Fri 1/5/18	
10	FPL Provision of Preliminary Equipment Locations	Tue 9/12/17	Fri 1/5/18	
11	Easement Coordination	Mon 1/8/18	Wed 8/15/18	
12	Determine Easement Needs and Locations	Mon 1/8/18	Fri 2/2/18	
13	Send Easement Request Letters to Property Owners	Mon 2/5/18	Fri 2/9/18	
14	Procure Easements and Follow up	Mon 2/12/18	Wed 8/15/18	
15				
16	Construction Documents	Fri 8/18/17	Fri 6/1/18	
17	Utility Base Mapping	Fri 8/18/17	Tue 9/26/17	
18	Utility Base Map Development	Fri 8/18/17	Fri 9/1/17	
19	Utility Base Map Internal QC	Mon 9/4/17	Fri 9/8/17	
20	Utility Base Map Town/Utility Owner Submittal	Mon 9/11/17	Mon 9/11/17	
21	Utility Base Map Town Review and Comment	Tue 9/12/17	Tue 9/26/17	
22	Equipment Location Plan Development	Mon 1/8/18	Tue 3/6/18	
23	Equipment Location Plan Development	Mon 1/8/18	Fri 2/2/18	
24	Equipment Location Plan Internal QC	Mon 2/5/18	Fri 2/16/18	
25	Equipment Location Plan Town Submittal	Mon 2/19/18	Mon 2/19/18	
26	Equipment Location Plan Town Review and Comment	Tue 2/20/18	Tue 3/6/18	
27	Conduit Routing Plan Development	Tue 2/20/18	Fri 6/1/18	
28	Conduit Routing Plan Development	Tue 2/20/18	Fri 5/18/18	
29	Commercial/Customer Owned Services Design	Fri 3/2/18	Fri 5/4/18	
30	Landscaping Plans	Mon 4/2/18	Fri 5/18/18	
31	Technical Specifications	Mon 4/2/18	Fri 5/18/18	
32	Conduit Routing Plan Internal QC	Tue 5/22/18	Thu 5/31/18	
33	Conduit Routing Plan Town Submittal	Fri 6/1/18	Fri 6/1/18	
34				
35	Bid Phase - Phase 2 North	Mon 1/8/18	Tue 8/7/18	
36	Advertisement for CMAR Procurement	Mon 1/8/18	Wed 2/7/18	
37	CMAR Recommendation and Award	Thu 2/8/18	Tue 3/13/18	
Project: TOPB UG Ph 2 Designr Date: Mon 11/26/18				Task Milestone Summary Project Summary Manual Task Manual Summary Deadline Critical Critical Split Progress Manual Progress Progress
Page 1				

ID	Task Name	Start	Finish
38	Pre-Construction Services	Wed 3/14/18	Mon 7/16/18
39	Bidding/GMP Development	Mon 6/4/18	Mon 7/16/18
40	GMP review and Negotiation	Tue 7/17/18	Tue 8/7/18
41			
42	Town Council Award (Phase 2 North)	Tue 8/14/18	Tue 8/14/18
43			
44	Start Construction (Phase 2 North)	Wed 8/15/18	Wed 8/15/18
45	<New Task>		
46	Utility Design and BCE Development - Phase 2 North	Tue 9/12/17	Fri 7/20/18
47	FPL Design and Preliminary Conduit Routing	Tue 9/12/17	Fri 2/16/18
48	AT&T and Comcast Design	Tue 2/20/18	Mon 4/30/18
49	Utility Agreement and BCE Development	Fri 4/13/18	Fri 7/20/18
50			
51	Detailed Design South End (Phase 2 South)	Mon 6/19/17	Thu 1/31/19
52	Data Collection	Mon 6/19/17	Wed 11/22/17
53	Sunshine One-Call Utility coordination and letter request for record data	Mon 6/19/17	Fri 8/4/17
54	Collect/Analyze record information	Mon 6/19/17	Thu 8/31/17
55	Site Survey	Wed 6/21/17	Thu 8/31/17
56	Geotechnical Investigation	Mon 7/10/17	Fri 9/29/17
57	Soft Dig Utility Locates	Mon 9/11/17	Wed 11/22/17
58	Site Visit / Determine meter locations	Mon 7/17/17	Fri 7/28/17
59	Utility Preliminary Design	Tue 9/26/17	Fri 1/19/18
60	FPL Provision of Preliminary Equipment Locations	Tue 9/26/17	Fri 1/19/18
61	Easement Coordination	Mon 1/22/18	Thu 8/16/18
62	Determine Easement Needs and Locations	Mon 1/22/18	Fri 2/16/18
63	Send Easement Request Letters to Property Owners	Mon 2/19/18	Fri 2/23/18
64	Procure Easements and Follow up	Mon 2/26/18	Thu 8/16/18
65			
66	Construction Documents	Fri 9/1/17	Fri 6/1/18
67	Utility Base Mapping	Fri 9/1/17	Tue 10/10/17
68	Utility Base Map Development	Fri 9/1/17	Fri 9/15/17
69	Utility Base Map Internal QC	Mon 9/18/17	Fri 9/22/17
70	Utility Base Map Town/Utility Owner Submittal	Mon 9/25/17	Mon 9/25/17
71	Utility Base Map Town Review and Comment	Tue 9/26/17	Tue 10/10/17
72	Equipment Location Plan Development	Mon 1/22/18	Tue 3/20/18
73	Equipment Location Plan Development	Mon 1/22/18	Fri 2/16/18
74	Equipment Location Plan Internal QC	Mon 2/19/18	Fri 3/2/18

Project: TOPB UG Ph 2 Designr
Date: Mon 11/26/18

Task

Milestone

Summary

Project Summary

Manual Task

Manual Summary

Deadline

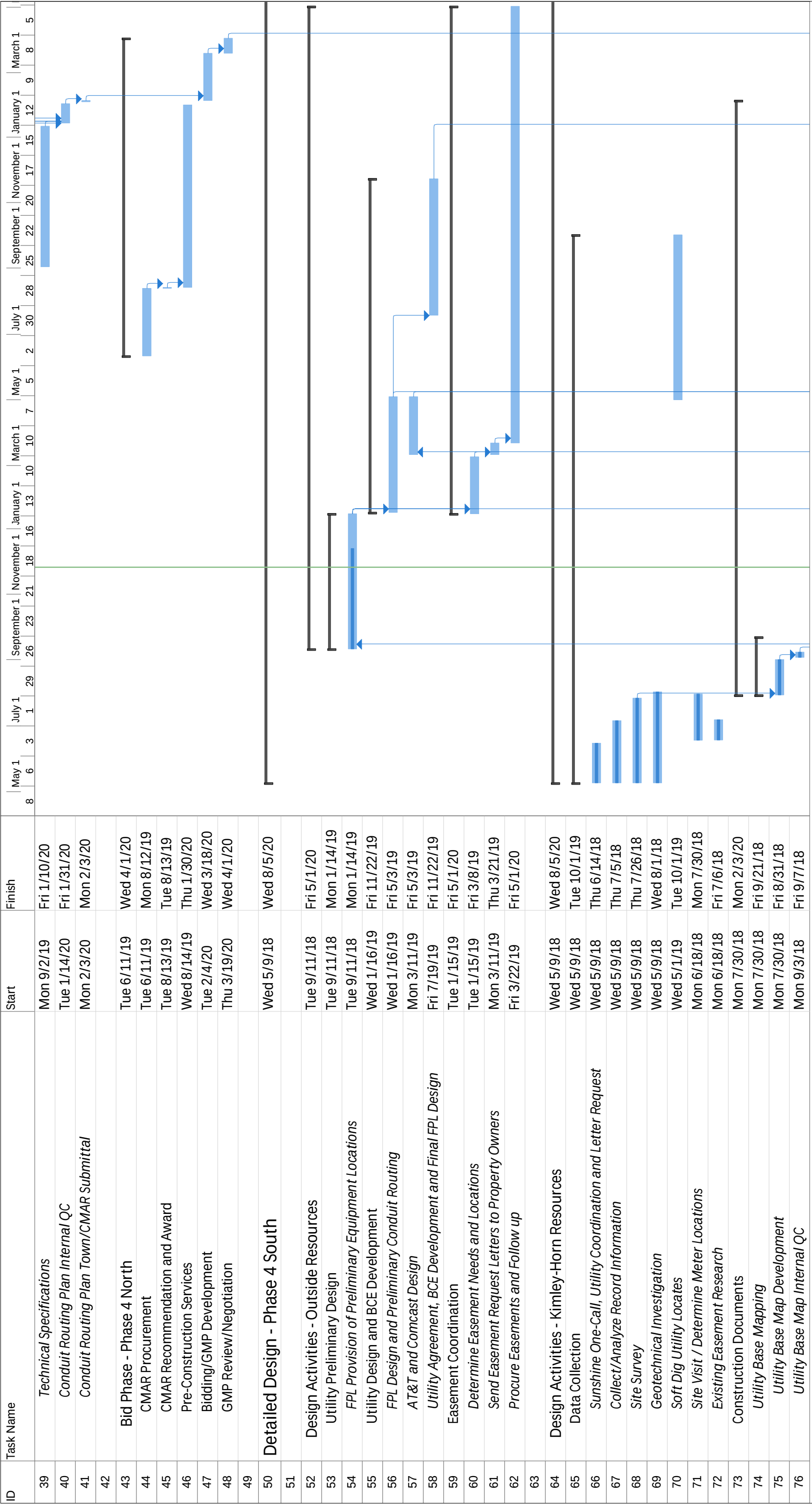
Critical

Critical Split

Progress

Manual Progress

Progress



Project: Phase 4 Detailed Design
Date: Mon 11/26/18

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish	May 1 8	May 1 6	May 1 3	July 1 1	September 1 26	September 1 23	November 1 18	January 1 13	March 1 10	May 1 7	July 1 30	September 1 25	November 1 20	January 1 15	March 1 8	May 1 5
77	Utility Base Map Town/Utility Owner Submittal	Mon 9/10/18	Mon 9/10/18																
78	Utility Base Map Town Review and Comment	Tue 9/11/18	Fri 9/21/18																
79	Equipment Location Plan Development	Tue 1/15/19	Thu 3/21/19																
80	Equipment Location Plan Development	Tue 1/15/19	Fri 3/1/19																
81	Equipment Location Plan Plan Internal QC	Mon 3/4/19	Thu 3/7/19																
82	Equipment Location Plan Town Submittal	Fri 3/8/19	Fri 3/8/19																
83	Equipment Location Plan Town Review and Comment	Mon 3/11/19	Thu 3/21/19																
84	Conduit Routing Plan Development	Mon 5/6/19	Mon 2/3/20																
85	Conduit Routing Plan Development	Mon 5/6/19	Fri 1/10/20																
86	Commercial/Customer Owned Service Design	Fri 11/1/19	Fri 1/10/20																
87	Landscaping Plans	Fri 11/1/19	Fri 1/10/20																
88	Technical Specifications	Mon 9/2/19	Fri 1/10/20																
89	Conduit Routing Plan Internal QC	Mon 1/13/20	Fri 1/31/20																
90	Conduit Routing Plan Town Submittal	Mon 2/3/20	Mon 2/3/20																
91																			
92	Permitting Activities - Phase 4 South	Mon 1/20/20	Wed 8/5/20																
93	FDOT Utility permit Application	Mon 1/20/20	Fri 1/31/20																
94	FDOT Utility permit Application Review Process	Mon 2/3/20	Fri 4/3/20																
95	FDOT Landscaping Permit Application	Mon 1/20/20	Fri 1/31/20																
96	FDOT Landscaping Permit Application Review and MMOA Execution Process	Mon 2/3/20	Wed 8/5/20																
97																			
98	Bid Phase - Phase 4 South	Tue 6/11/19	Wed 4/1/20																
99	CMAR Procurement	Tue 6/11/19	Mon 8/12/19																
100	CMAR Recommendation and Award	Tue 8/13/19	Tue 8/13/19																
101	Pre-Construction Services	Wed 8/14/19	Thu 1/30/20																
102	Bidding/GMP Development	Tue 2/4/20	Wed 3/18/20																
103	GMP Review/Negotiation	Thu 3/19/20	Wed 4/1/20																
104																			
105	UUTF GMP Review (Phases 4 North and South)	Tue 4/7/20	Tue 4/7/20																
106																			
107	Town Council GMP Review and Award (Phases 4 North and South)	Tue 4/14/20	Tue 4/14/20																
108																			
109	Start Construction (Phases 4 North and South)	Fri 5/1/20	Fri 5/1/20																

Project: Phase 4 Detailed Design Date: Mon 11/26/18	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

Vincent G. Burkhardt
President



Executive Summary

Vincent G. Burkhardt
President



Executive Summary
For
October 2018

Project Description

Townwide Overhead Utility Undergrounding
Phase 1 North
P.O. # 171308

Project Status:

In the beginning of October all permanent pavement restoration was completed. All transformer pads and transformers were set and wired. The as built drawings were sent to FPL for review and approval. Once approval is granted private side service work can begin.

COMCAST sent a crew out and they began pulling cables and setting their equipment. AT&T also sent a crew out and began pulling mule tape through their lines.

The project continues to remain within budget and is on schedule for the work that is controlled by Burkhardt Construction.

The work as show in line item numbers 19, 20, 21, and 24 in our included schedule are delayed due to the Town's negotiations with AT&T and COMCAST.

Vincent G. Burkhardt
President



Executive Summary
For
October 2018

Project Description

Townwide Overhead Utility Undergrounding
Phase 2 North
P.O. # 181400

Project Status:

The month of October was the first full month of horizontal directional drilling. The crews began drilling at the north end of the project limits along North Lake Way just south of Onondaga Avenue and headed south.

As the first crew drilled south past Esplanade Way, Reef Road, and Dolphin Road a second drilling crew was brought in to drill from North Lake Way heading east to the first transformer area on the east / west roads. This continued throughout the month. By the end of the month drilling on North Lake Way made it down past Angler Avenue. Most of the east / west roads from North Lake to the first transformer have also been drilled. The conduits that were installed along the main feeder line along North Lake Way to the side streets are now being tied in.

The project is on schedule and is remaining within budget.

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1 NORTH
SCHEDULE
RFQ No. 2017-14

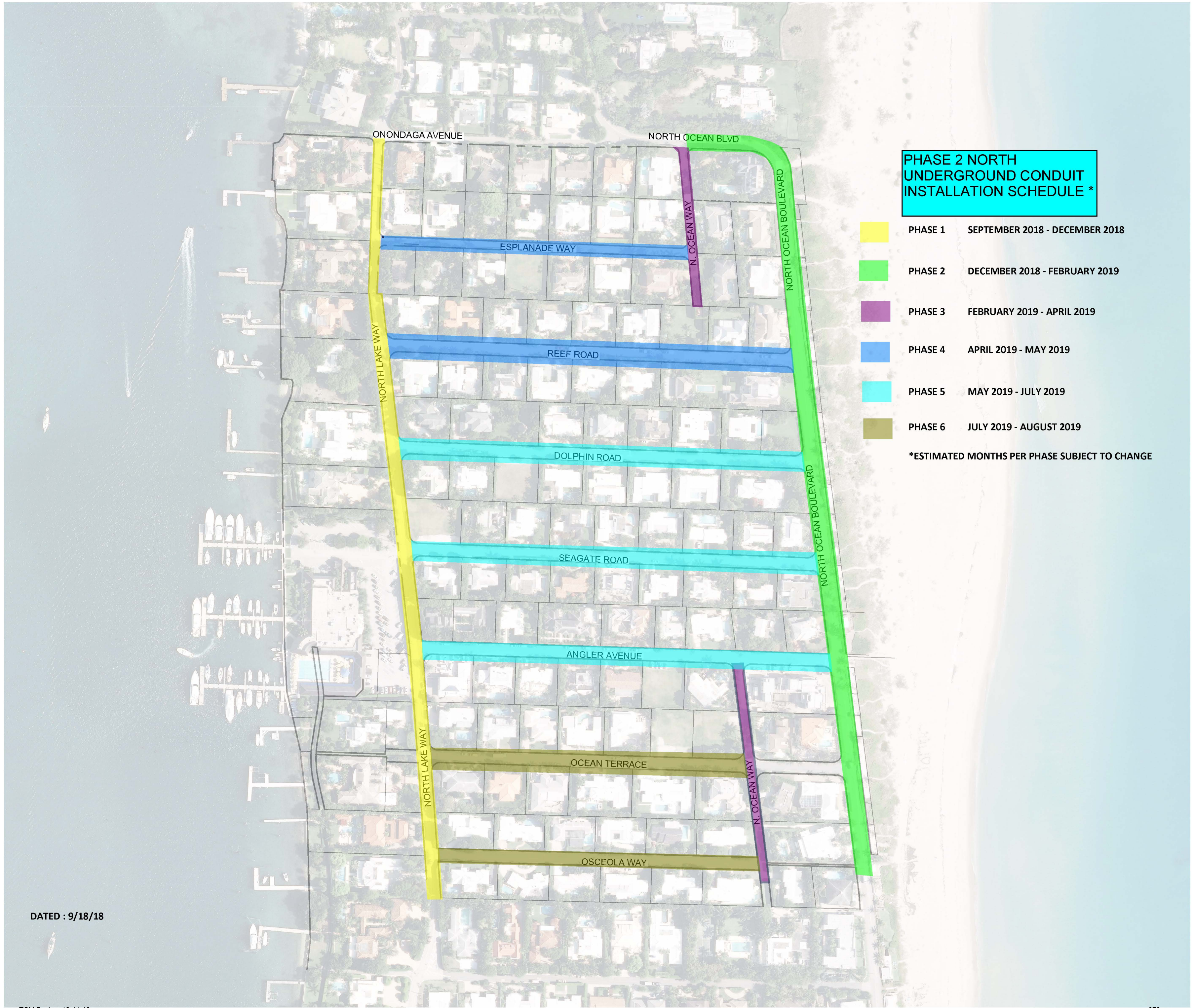
ID	Task Name	% Complete	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2019 Jan	Feb
1	Phase I - NORTH	66%	420 days?	Mon 6/12/17	Fri 1/18/19										
2	Fully Executed Non-GAF Agreement	100%	23 days	Mon 6/12/17	Wed 7/12/17										
3	Copy Of Executed Easements	100%	23 days	Mon 6/12/17	Wed 7/12/17										
4	Fully Executed Applicant Installed Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17										
5	Fully Executed R/O/W Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17										
6	Fully Executed Agreement With COMCAST / AT & T	100%	23 days	Mon 6/12/17	Wed 7/12/17										
7	Town Council Approval	100%	1 day	Tue 6/13/17	Tue 6/13/17										
8	Award Prime Contract	100%	13 days	Wed 6/14/17	Fri 6/30/17										
9	Permitting	100%	15 days	Mon 6/26/17	Fri 7/14/17										
10	Customer Owned Service Connection Permitting	0%	15 days	Mon 6/26/17	Fri 7/14/17										
11	Sub Contract Agreements	100%	23 days	Wed 6/14/17	Fri 7/14/17										
12	Material Procurement	100%	11 days	Fri 6/30/17	Fri 7/14/17										
13	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	225 days	Mon 7/17/17	Fri 5/25/18										
14	Feeder Splice Box Installation	100%	15 days	Thu 10/12/17	Wed 11/1/17										
15	Set Transformers / Switch Cabinets (FPL)	100%	75 days	Sun 2/4/18	Thu 5/17/18										
16	Secondary Services / Wire	65%	138 days	Tue 2/20/18	Thu 8/30/18										
17	As-Built Submission / Review (FPL)	99%	47 days	Tue 2/20/18	Wed 4/25/18										
18	Pull Wire / Terminations Primary (FPL)	100%	81 days	Tue 2/20/18	Tue 6/12/18										
19	*ATT Rod Conduit, Pull Wire, Set Pedestals	30%	133 days	Tue 2/27/18	Thu 8/30/18										
20	*Comcast Pull Wire, Set Pedestals	50%	133 days	Tue 2/27/18	Thu 8/30/18										
21	Cut over / Overhead Removal (ATT/Comcast)	0%	45 days	Mon 9/3/18	Fri 11/2/18										
22	Energize Underground (FPL)	20%	30 days	Mon 9/17/18	Fri 10/26/18										
23	Secondary Service Switch Over (FPL)	0%	113 days	Mon 6/11/18	Wed 11/14/18										
24	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	90 days	Mon 9/17/18	Fri 1/18/19										
25	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%													
26	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%													
27	Storm Drainage	100%	45 days	Mon 7/17/17	Fri 9/15/17										
28	Water Main	100%	79 days	Sun 10/15/17	Wed 1/31/18										



TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 2 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03

ID	Task Name	% Comple	Duration	Start	3rd QuarterJulAugSepOctNovDec1st QuarterJanFebMar2nd QuarterAprMayJunJulAugSep4th QuarterOctNovDec1st QuarterJanFebMar											
1	Phase 2 NORTH	4%	399 days	Tue 8/14/18												
2	Town Council Approval	100%	1 day	Tue 8/14/18												
3	Award Prime Contract	100%	13 days	Wed 8/15/18												
4	Permitting	85%	14 days	Wed 8/15/18												
5	Customer Owned Service Connection Permitting	0%	14 days	Wed 8/15/18												
6	Sub Contract Agreements	95%	14 days	Wed 8/15/18												
7	Material Procurement	85%	11 days	Mon 8/20/18												
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	20%	240 days	Mon 9/3/18												
9	Feeder Splice Box Installation	0%	140 days	Sun 12/30/18												
10	Set Transformers / Switch Cabinets (FPL)	0%	155 days	Sun 1/13/19												
11	Secondary Services / Wire	0%	235 days	Mon 11/5/18												
12	As-Built Submission / Review (FPL)	0%	220 days	Mon 2/11/19												
13	Pull Wire / Terminations Primary (FPL)	0%	145 days	Mon 2/18/19												
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	180 days	Mon 3/11/19												
15	*Comcast Pull Wire, Set Pedestals	0%	180 days	Mon 3/11/19												
16	Cut over / Overhead Removal (ATT/Comcast)	0%	150 days	Mon 6/3/19												
17	Energize Underground (FPL)	0%	140 days	Mon 4/8/19												
18	Secondary Service Switch Over (FPL)	0%	180 days	Fri 4/19/19												
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	180 days	Mon 6/17/19												
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%														
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%														
22	Storm Drainage	0%	30 days	Mon 9/24/18												





SAFETY

Monthly safety inspections are conducted by WT Regional Safety Director. Daily safety inspections conducted by onsite staff.

- ◆ 0 lost time incidents to date
- ◆ 1 recordable incident to date

CONSTRUCTION

- ◆ S. Ocean Blvd (Electrical Undergrounding Crew) - Undergrounding Crews are 100% completed with conduit, equipment, concrete vaults and pads, cable and terminations. Street Lighting conduit and boxes completed.
- ◆ Ibis Isle AT&T/Comcast conduit installation is completed. Concrete Curb / Asphalt Mill & Resurface (drainage) in progress.
- ◆ Ibis Isle Watermain replacement completed. Fan guard final adjustments being made.
- ◆ Phipps Ocean Park North Restroom demolition completed. Existing utilities have been cut and capped. Site rough grade completed. Utility rough complete. Building pad grading completed. Building is set and plumbing connected.
- ◆ Phipps Ocean North Parking Lot Lighting conduit and handholes installation completed. Parking Lot poles recently delivered to jobsite and pending installation by FPL.

DOCUMENTATION:

RFIs:

- A. 36 RFIs issued to date
 - B. 0 Outstanding RFI
- SUBMITTALS:
- A. 267+ Individual Submittals Processed
 - B. 1 Submittal Package Currently Under Review
 - C. 1 Submittal Packages Pending Submission to A/E

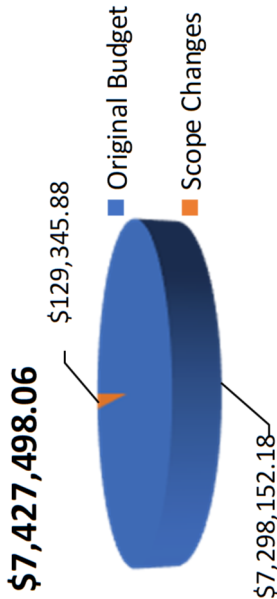
DRAWINGS: Added Scopes of Work

- A. Post GMP Phipps Ocean Park Restroom Building.
- B. Post GMP Phipps Ocean Park Lighting.
- C. Post GMP A-41 Wastewater Pump Station.
- D. Post GMP Ibis Bridge Watermain Crossing.

RELEVANT POTENTIAL CHANGES:

FINANCIALS—BUDGET VS. COSTS

Current GMP Amount	—	\$7,427,498.06
Approved Owner Initiated Scope Changes	—	\$129,345.88
Gross Billings to Date (\$)	—	\$5,205,961.65
Gross Billings to Date (%)	—	71%
Schedule % Completed	—	76%



SCHEDULE SUMMARY

S. Ocean Undergrounding -Sta 11+10 to Sta 243+66

IMP1567	ATT on hold - NO INSTALL PER TOWN	10	0	07SEP18 A	26SEP18 A
1535	Comcast remove Overhead Facilities	10	10	07NOV18	20NOV18
1530	ATT remove Overhead Facilities	10	10	21NOV18	04DEC18
1540	Restoration due to Comcast work	10	10	21NOV18	04DEC18
1537	Restoration due to ATT work	10	10	09DEC18	18DEC18
Ibis Isle					
IMP3120	Replica Ibis Isle Redesign	5	4	23OCT18 A	29OCT18
3100	ATT/Comcast remove overhead facilities	20	20	24OCT18	20NOV18
3065	Energize Primary	10	10	05DEC18	18DEC18
3090	WT's Sub Converts Residential Services (FPL)	45	45	19DEC18	21FEB19
Street Lighting					
4040	FPL to Energize Light Poles	10	10	22NOV18	05DEC18
4050	Asphalt/Concrete Restoration	15	15	22NOV18	12DEC18
4060	Landscape & Irrigation Restoration	10	10	13DEC18	27DEC18
4090	Bid Unit #4 Substantial Completion	0	0		27DEC18
Ibis Isle Watermain Crossing					
5465	Bact T Results to Engineer	2	0	27SEP18 A	02OCT18 A
5471	Open 8"/Remove Bypass/Plug 4" GV	1	0	28SEP18 A	28SEP18 A
5462	Install Fan Guard	1	0	10OCT18 A	10OCT18 A
5475	Restoration/Asphalt Patch	2	2	24OCT18	25OCT18

SCHEDULE NOTES / IMPACTS:

- Street Lighting conduit and handhole installation by Whiting-Turner 100% complete. FPL Street Lighting pole installation (by others) ongoing—approx. 95% completed.
- Additional AT&T/Comcast Service Conduit by Whiting-Turner at Ibis Isle completed. AT&T direct installation currently on hold and Comcast direct installation approx. 95% completd. Service swaps are still pending from both AT&T and Comcast.
- A-41 Pump Station roofing installation in progress. All other scopes pending delivery of I&C materials and equipment that is tentatively scheduled for delivery by the end of Nov. 2018.

2017 2018 2019

MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY

Locates

Soft Digs/Exploration

Landscape Relocation/Demo

Hurricane Irma Schedule Impacts

CAD files from Engineer

Existing Conflicts - RF1 04 & 06

ATT Conduit Installation

Comcast Conduit Installation

WM Deflections

Line Stop Installations

FPL Feeder & Primary Conduits Installation

Service Sweep Condu / Set Equip Pads/Splices

FPL Feeder Splice Box Installation

WT's Sub provides As-Built for ATT/Comcast

FPL Transformer Pad Installation

WT's Sub provides As-Built for FPL

FPL Pull Feeder Wire

FPL Pull Primary & Service Wire

Easements Recorded (Town/KHA)

ATT Vault (Installed by W-T's Sub)

FPL Set Equip/Vista Switches/PME/Transformers

FPL Primary Cable at 3 Phase Transformer

Comcast Pull Wire/Set Pedestals/Terminations

ATT Pull Wire/Set Pedestals/Terminations

FPL Installed Pole at South End in wrong location

Switching Orders requested from FPL

Switching Orders provided by FPL

ATT/Comcast review as-built/inspect/procure wire

ATT on hold - NO INSTALL PER TOWN

Comcast remove Overhead Facilities

ATT remove Overhead Facilities

Restoration due to Comcast work

Restoration due to ATT work

Make Feeder Hot/Burn-in

Converting / Energizing Services

De-energize existing Aerial Power

Bid Unit #1 & #2 Substantial Completion

FPL Remove Overhead Conduit/Light/Poles (by FPL)

Final Landscape & Irrigation Restoration

FPL Primary/ATT & Comcast Conduits (Open Cut)

FDEP Permit - Subaqueous Crossing

Backfill and Temp Restore

Service Sweep Condu / Set Equip Pads/Splices Boxes

Easements Recorded

Additional FPL Conduits per Town

WT's Sub provides as-builts for ATT & Comcast

Set Equip/PME/Terminations

Additional ATT & Comcast Conduit CO Approval

Transformer Installation

Pull Primary & Service Wire

Legend:

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Start date 13MAR17

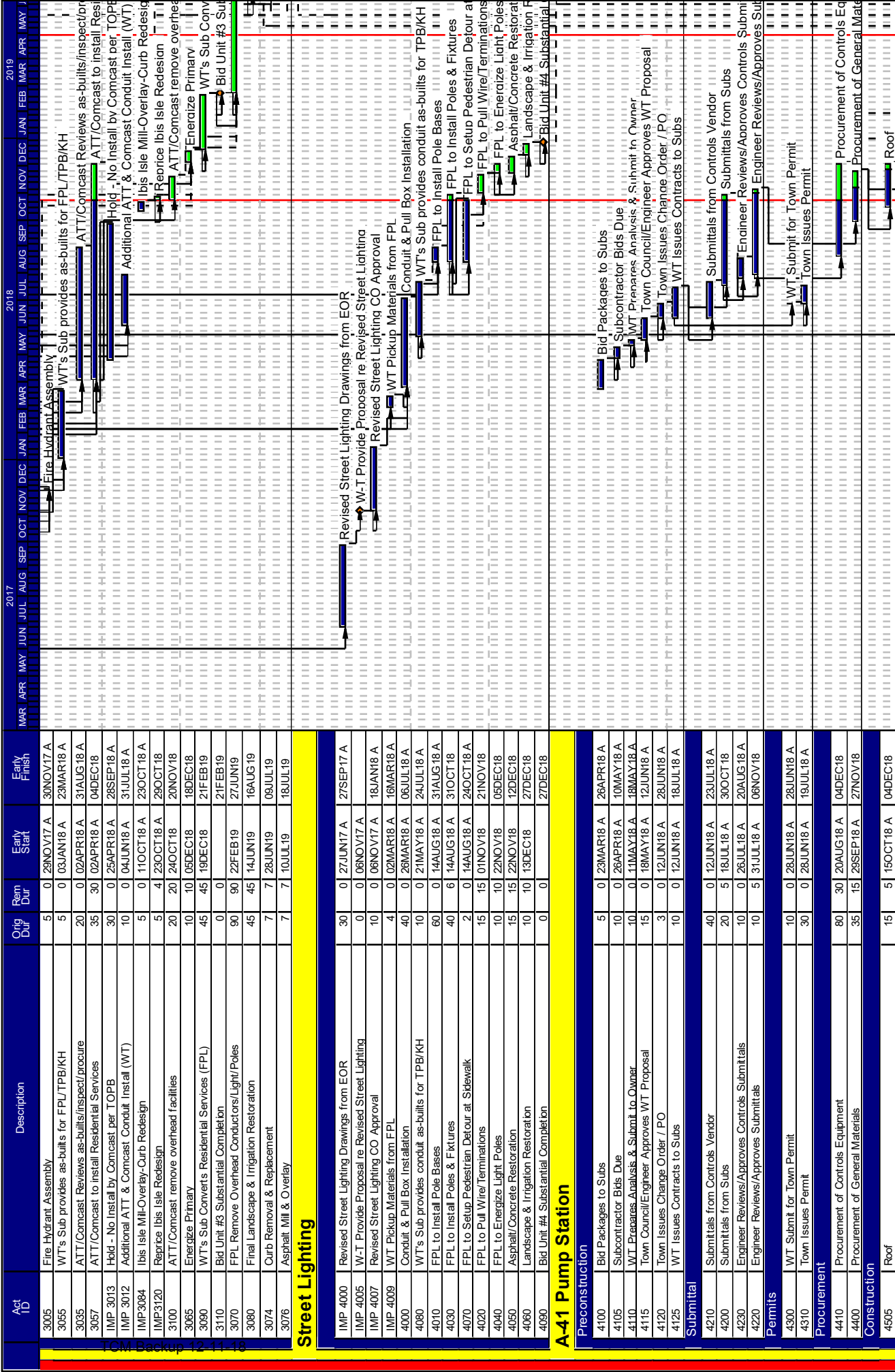
Finish date 29AUG19

Data date 24OCT18

Run date 24OCT18

Page number 2A

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Start date 13MAR17

Finish date 29AUG19

Data date 24OCT18

Run date 24OCT18

Page number 3A

The Whiting-Turner Contracting Co.

Town Wide Undergrounding Ph1 - South

CONSTRUCTION SCHEDULE

Early bar

Progress bar

Critical bar

Summary bar

Start milestone point

Finish milestone point

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2017	2018	2019
5259	Trellis Installation	4	4	23NOV18	28NOV18	MAR	APR	MAY
5261	Landscape/Irrigation	3	3	29NOV18	03DEC18	JUN	JUL	AUG
5265	Readjust Temp Fencing	2	2	04DEC18	05DEC18	SEP	OCT	NOV
5269	Replace Parking Signs/Camera/Parking Meter	3	3	04DEC18	06DEC18	DEC	JAN	FEB
5271	Temp Striping	2	2	06DEC18	07DEC18	MAR	APR	MAY
Parking Lot Lighting								
5300	Town issues CO for Parking Lot Lighting	0	0	18JUN18 A	15AUG18 A			
5307	Town executes Easement Agreements	20	0	18JUN18 A	31JUL18 A			
5311	FPL Conduit and Handhole Procurement	20	0	09JUL18 A	27JUL18 A			
5314	Mobilization	1	0	27JUL18 A	27JUL18 A			
5319	Locates	1	0	27JUL18 A	27JUL18 A			
5322	Potholing	2	0	30JUL18 A	30JUL18 A			
5325	Conduit Installation	5	0	31JUL18 A	03AUG18 A			
5328	Handhole Installation	2	0	03AUG18 A	07AUG18 A			
5331	FPL Pole & Fixture Procurement	30	5	15AUG18 A	30OCT18			
5342	Remove Existing Pole / Fixtures	2	0	24OCT18	24OCT18			
5335	FPL Set Pole / Fixtures / Cable	5	5	31OCT18	06NOV18			
5339	FPL/Wilco Conversions	2	2	07NOV18	08NOV18			
5347	Restoration	2	2	09NOV18	12NOV18			
Ibis Isle Watermain Crossing								
5400	Town issues CO for Watermain Crossing	0	0	09MAY18 A				
5403	Submittals from Sub	10	0	09MAY18 A	30MAY18 A			
5407	Precon Meeting (Scope Revised to be Repriced)	1	0	26JUL18 A	26JUL18 A			
5411	2nd Precon Meeting with Ton/CWPB/JD/WT/MR	1	0	10AUG18 A	10AUG18 A			
5415	Revised Submittal from Sub	3	0	27AUG18 A	31AUG18 A			
5419	WT/KHA/JD coord. Meeting	10	0	28AUG18 A	28AUG18 A			
5423	Mobilization	0	0	13SEP18 A				
5429	Setup MOT/Locates	1	0	13SEP18 A	14SEP18 A			
5431	Restraints/Unload & Fuse Bypass Pipe	1	0	14SEP18 A	17SEP18 A			
5435	Build/Pour Thrust Blocks	1	0	14SEP18 A	14SEP18 A			
5439	Install & Test tapping Sleeve and Valve	1	0	18SEP18 A	19SEP18 A			
5442	Install 8x4 Wet Taps/Connect 4" Bypass	1	0	18SEP18 A	19SEP18 A			
5445	Install Linestops/Fittings/8" GV/Remove LS	1	0	18SEP18 A	19SEP18 A			
5449	Construct Aerial East to West/Fush/Connect	3	0	19SEP18 A	21SEP18 A			
5458	Field Measure/Fabricate Fan Guards	15	0	21SEP18 A	28SEP18 A			
5452	Pressure Test/BacTs	3	0	24SEP18 A	26SEP18 A			
5465	Bact T Results to Engineer	2	0	27SEP18 A	02OCT18 A			
5471	Open 8"/Remove Bypass/Plug 4" GV	1	0	28SEP18 A	28SEP18 A			
5462	Install Fan Guard	1	0	10OCT18 A	10OCT18 A			
5475	Restoration/Asphalt Patch	2	2	24OCT18	25OCT18			
6000	Substantial Completion	1	1	28AUG19	28AUG19			
6010	Punchlist	0	0	29AUG19				
6020	Final Completion	1	1	29AUG19	29AUG19			

Start date	13MAR17
Finish date	29AUG19
Data date	24OCT18
Run date	24OCT18
Page number	5A
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The Whiting-Turner Contracting Co.
Town Wide Undergrounding Ph1 - South
CONSTRUCTION SCHEDULE

	Early bar
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point

**Underground Utility Project Budget
Project Financial Summary
November 30, 2018**

Expenditures	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 11,264,268	89.1%
Phase 2	\$ 9,170,000	\$ 9,710,000	\$ 5,382,339	\$ 1,219,349	22.7%
Phase 3	\$ 10,910,000	\$ 11,360,000	\$ 1,222,094	\$ 746,570	61.1%
Phase 4	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 261,536	20.0%
Phase 5	\$ 14,090,000	\$ 14,850,000	\$ 81,087	\$ 250	0.3%
Phase 6	\$ 16,820,000	\$ 17,690,000	\$ -	\$ -	
Phase 7	\$ 11,730,000	\$ 12,220,000	\$ -	\$ -	
Phase 8	\$ 12,300,000	\$ 12,890,000	\$ -	\$ -	
Other	\$ 570,000	\$ 980,414	\$ 980,414	\$ 1,888,327	192.6%
Total Project Costs To Date*	\$ 98,580,000	\$ 103,510,414	\$ 21,614,017	\$ 15,380,300	71.2%
* Updated OPC includes estimated AT&T credit					
Total Other Costs Outside Underground Budget			\$ 929,169	\$ 1,420,107	152.8%
Total Underground Project Costs			\$ 22,543,186	\$ 16,800,407	74.5%
Opinion of Cost - Master Plan			98,600,000		
AT&T and Comcast Additional Project Costs			6,700,000		
AT&T Credit - TBD					
FPL Credit			(3,300,000)		
Total Project Budget			\$ 102,000,000		
% Budgeted/Encumbered To Date Project Costs			21.19%		
% Spent to Date - Project Costs			15.08%		

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments Reserved		\$ 11,591,500	0.0%
Assessment Revenue Reserved	\$ 5,080,000	\$ 4,258,316	83.8%
Commercial Paper	\$ -	Paid off w/GO bond	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 231,673	
Interest	\$ 12,000	\$ 221,781	1848.2%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 2,500,000	\$ 1,000,000	40.0%
Other			
Kevin McGann - CO #9		\$ 34,900	
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 130,000	\$ 130,000	
Total Project Revenues	\$ 71,828,741	\$ 81,574,809	113.6%

Underground Utility Project Budget
Phase 1 Project Costs
November 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Legal Sketch and Description - Easements			34,000	27,215	80.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,400,000	\$ 1,310,829	\$ 1,304,028	99.5%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,112,720	86.5%
Street Light Conversion			\$ 26,273	26,273	100.0%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	416,138	87.3%
Construction Engineering (KH)			\$ 230,532	165,052	71.6%
	\$ 4,210,000	\$ 4,390,000	\$ 4,738,241	\$ 4,126,699	87.1%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	3,819,624	85.8%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders - Additional soil borings at Ibis Isle			\$ 2,200	2,200	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,289,694	93.9%
Construction Engineering (KH)			\$ 283,880	234,592	82.6%
	\$ 6,800,000	\$ 6,830,000	\$ 6,291,610	\$ 5,526,470	87.8%
Easement Recording Fees			\$ 347	349	
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 280,000	\$ 301,359	\$ 306,723	101.8%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 11,264,268	89.1%

Underground Utility Project Budget
Phase 2 Project Costs
November 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000	360,000	\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000	420,000	\$ 335,353	\$ 318,585	95.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 6,337	50.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 32,842	81.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 82,289	60.2%
Total Phase 2 Design	\$ 735,000	\$ 780,000	\$ 806,513	\$ 721,357	89.4%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	202,103	5.0%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000		0.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, AT&T)				\$ 64,472	
Construction Engineering (KH)			\$ 248,121	\$ 29,297	11.8%
Total Phase 2 North Construction	3,800,000	4,000,000	\$ 4,315,745	\$ 333,775	0.0%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	-	
Whiting Turner Construction					
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000		
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)				\$ -	
Construction Engineering (KH)					
Total Phase 2 South Construction	4,435,000	4,730,000	\$ 53,330	\$ 18,782	35.2%
Easement Acquisition	200,000	200,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 56,795	87.5%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 62,749	81.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 13,818	98.6%
Task 1.7 Legal Sketch South			\$ 16,725	\$ 9,141	54.7%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 265	1.1%
American Acquisition Group			\$ -		
Temp Services			\$ 5,000		0.0%
Recording Costs			\$ 3,605	\$ 1,568	43.5%
Total Easement Acquisition Costs	200,000	200,000	\$ 206,752	\$ 145,436	70.3%
Total Phase 2 Costs	\$9,170,000	\$9,710,000	\$ 5,382,339	\$ 1,219,349	22.7%

Underground Utility Project Budget
Phase 3 Project Costs
November 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000	\$ 350,000	\$ 288,851	\$ 133,090	46.1%
Task 1.2 Phase 3 South Design	\$ 535,000	\$ 580,000	\$ 503,260	\$ 218,845	43.5%
Task 1.3 Permitting Assistance			\$ 13,739		0.0%
Task 1.4 Bid Phase Assistance			\$ 36,834		0.0%
Task 1.5 Meetings			\$ 101,652	\$ 2,831	2.8%
Deductive Change Order (Scope Change)			\$ (49,840)		0.0%
Total Phase 3 Design	\$ 860,000	\$ 930,000	\$ 894,496	\$ 354,766	39.7%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,850		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Daniella Construction - Nightingale/LaPuerta - Townwide portion				\$ 243,470	
FPL Nightingale/LaPuerta - Townwide Portion				\$ 74,900	
Comcast Nightingale/LaPuerta - Townwide Portion				\$ 8,885	
AT&T Nightingale/LaPuerta Townwide Portion				\$ 30,555	
Total Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000	\$ 12,850	\$ 357,810	0.0%
Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 11,359		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Total Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000	\$ 11,359	\$ -	0.0%
Easement Acquisition	\$ 260,000	\$ 260,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 235,953	\$ 33,994	14.4%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		
Jones Foster - Legal			\$ 25,000		
American Acquisition Group					
Temp Services			\$ 5,000		
Recording Costs					
Total Easement Acquisition Costs	\$ 260,000	\$ 260,000	\$ 303,389	\$ 33,994	11.2%
Total Phase 3 Costs	\$ 10,910,000	\$ 11,360,000	\$ 1,222,094	\$ 746,570	61.1%

Underground Utility Project Budget
Phase 4 Project Costs
November 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000	\$ 435,000	\$ 312,317	\$ 109,311	35.0%
Task 1.2 Phase 4 South Design	\$ 413,000	\$ 435,000	\$ 451,284	\$ 146,667	32.5%
Task 1.3 Permitting Assistance			\$ 14,468	\$ -	0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	\$ -	0.0%
Task 1.6 Meetings			\$ 77,911	\$ 2,642	3.4%
Total Phase 4 Design	\$ 815,000	\$ 870,000	\$ 893,879	\$ 258,620	28.9%
Construction Costs					
Phase 4 North Construction	4,605,000	4,820,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,757		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 4,820,000	\$ 12,757	\$ -	0.0%
Phase 4 South Construction	4,710,000	4,980,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 4,980,000	\$ 13,160	\$ -	0.0%
Easement Acquisition	\$ 240,000	\$ 240,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	\$ 2,915	1.0%
Easement Assistance (KH) -- Switches			\$ 62,780		
<i>Surveys</i>					
Legal Sketch			\$ 38,230		
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 240,000	\$ 240,000	\$ 386,247	\$ 2,915	0.8%
Total Phase 4 Costs	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 261,536	20.0%

Underground Utility Project Budget
Phase 5 Project Costs
November 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000	\$ 560,000			0.0%
Task 1.2 Phase 5 South Design	\$ 600,000	\$ 640,000			0.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South					0.0%
Task 1.4 Bid Phase Assistance North					0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North					0.0%
Task 1.6 Meetings South					0.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,200,000	\$ -	\$ -	0.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000	\$ -	\$ -	0.0%
Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000	\$ -	\$ -	0.0%
Easement Acquisition	\$ 330,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 75,696	\$ 250	
Surveys					
Legal Sketch			\$ 5,391		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 330,000	\$ 330,000	\$ 81,087	\$ 250	0.3%
Total Phase 5 Costs	\$14,090,000	\$14,850,000	\$ 81,087	\$ 250	0.3%

Underground Utility Project Budget
Other Project Costs
November 30, 2018

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 198,788	70.4%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Commercial Paper Issuance Cost		\$ 200,675	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 483,618	
Total Other Project Costs	\$ 980,414	\$ 1,888,327	192.6%

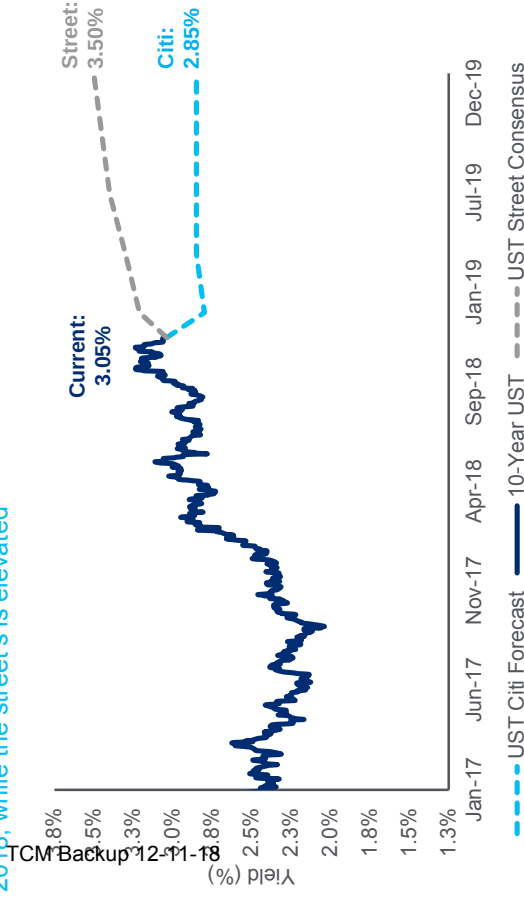
Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 260,962	74.3%
Project Construction Engineering	\$ 11,607	\$ 10,156	87.5%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 425,993	81.1%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 343,705	
PBT Real Estate v TPB		\$ 124,403	
Gardner, Bist Bowden, Bush (Shel Wright)		\$ 24,529	
Project Manager -Pay and benefits	\$ 265,000	\$ 196,248	74.1%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 929,169	\$ 1,420,107	152.8%

U.S. Rate Forecasts

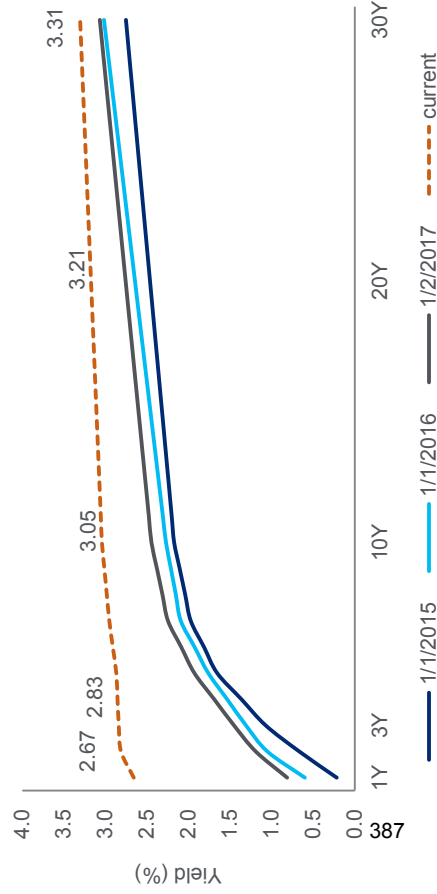
10-Year Treasury Yield Forecast

Citi forecasts a muted interest rate environment through the second half of 2018, while the street's is elevated



US Treasury Yield Curve

The US Treasury curve bull steepened over the past week

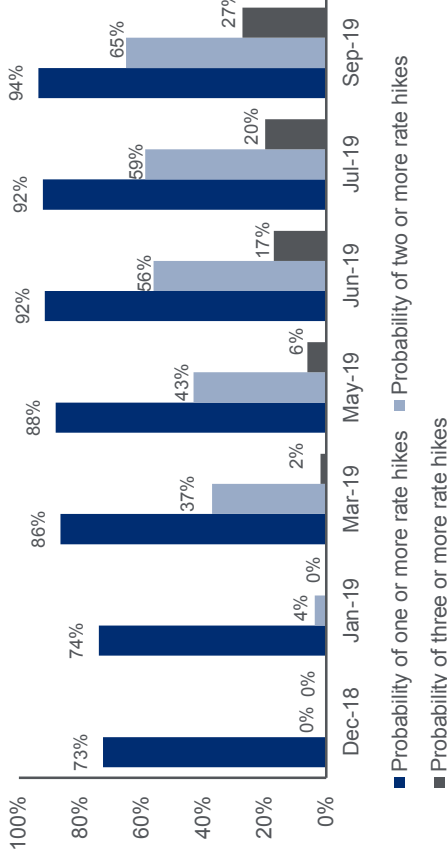


Rate Forecasts

5-Year Treasury	Current	4Q18	1Q19	2Q19	3Q19	4Q19	1Q20
Citi's Forecast	2.88%	2.75%	2.90%	2.90%	2.90%	2.90%	2.90%
10-Year Treasury	Current	4Q18	1Q19	2Q19	3Q19	4Q19	1Q20
Citi's Forecast	3.05%	2.80%	2.85%	2.85%	2.85%	2.85%	2.85%
Economists' Consensus		3.21%	3.30%	3.40%	3.45%	3.50%	3.53%
30-Year Treasury	Current	4Q18	1Q19	2Q19	3Q19	4Q19	1Q20
Citi's Forecast	3.31%	2.90%	2.85%	2.85%	2.85%	2.85%	2.85%
Economists' Consensus		3.40%	3.50%	3.60%	3.65%	3.66%	3.76%
Fed Funds	Current	4Q18	1Q19	2Q19	3Q19	4Q19	1Q20
Citi's Forecast	2.25%	2.50%	2.75%	3.00%	3.00%	3.00%	3.00%
Economists' Consensus		2.50%	2.75%	3.00%	3.00%	3.25%	3.25%

Expectations of Next Fed Increase in Rates

After hiking rates in the September FOMC meeting, the next time the Fed is likely to hike rates is in December



TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Approve a Purchase Order for Phase 5 Engineering Design Services for the Town-Wide Undergrounding of Utilities Program
Resolution No. 199-2018

DATE: November 19, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 199-2018, approving a purchase order for Engineering Design Services to Kimley-Horn and Associates, Inc. (KHA) for Phase 5 of the Town-Wide Undergrounding Utilities Program for \$1,448,360.

GENERAL INFORMATION

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the design for undergrounding utilities from Onondaga Avenue to the northern limits of the Town, Sloan's Curve to the southern limits of the Town, and subsequently added the portion that extends through Lake Worth as Task Order 2. Phase 2 North is under construction now. Phase 2 and 3 South and Phase 3 North are on schedule to begin construction in May, 2019. Phase 4 design is presently underway with construction scheduled to begin in May of 2020.

At the Town's request, KHA provided a final proposal for Phase 5 of the Town-Wide Undergrounding Utility Program on November 19, 2018. The Phase 5 project areas are from County Club Road to Plantation Road and from Peruvian Avenue to Seaspray Avenue. It is anticipated that the design will be completed in time for a May 2021 start of construction.

The submitted proposal from KHA includes:

- North and South Project Area Designs
- Surveying
- Utility Base Map Design
- Conduit Routing Design
- Permitting
- Bid Phase Assistance
- Design Meetings as Necessary

This task order will be labeled as Work Order 6 of the Master Agreement. We have negotiated the scope of work with KHA in the amount of \$1,448,360.

FUNDING/FISCAL IMPACT

Funding for these services is available from the bond proceeds in the Underground Utility Project Fund.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended. The proposed pricing is in accordance with the rates provided in the Master Agreement.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Le Clainche, Director of Finance
Patricia Strayer, P.E., Town Engineer
Dean Mealy, Purchasing Manager
Steven Stern, Project Manager



November 19, 2018

Ms. Patricia Strayer, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 5 Design Services*

Dear Patricia,

The Kimley-Horn and Associates, Inc. team ("Kimley-Horn") is pleased to submit this proposal to the Town of Palm Beach ("Town") for providing engineering services related to the design of Phase 5 for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The Town has requested that the design phase for the two Phase 5 project areas (Phases 5 North and 5 South) commence now so that construction can begin on Phase 5 in 2021. These two areas will be from approximately Country Club Road to Plantation Road and from approximately Peruvian Avenue to Seaspray Avenue, generally west of Hibiscus Avenue to South Lake Drive. These areas are in general accordance with the overall program phasing limits identified in the master plan.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles in the Phase 5 areas. These poles are generally located in rear lot easements or in the public rights of way right of way. New underground electric and communications infrastructure is planned to be installed within the road rights of way and in new front lot easements to contain the new underground facilities. Once the new facilities have been installed, activated, and the services cut over, the rear lot poles and wires will be removed. Kimley-Horn will coordinate with FPL, AT&T and Comcast to develop the electric and communications infrastructure design for the area. In general, each utility will develop the electric and communications network design and Kimley-Horn will develop the detailed conduit plan to support the network designs prepared by each utility.

There are a number of light fixtures attached to the FPL poles through each of the Phase 5 project areas. It is understood that these existing street lights will need to be replaced with new FPL street lights where such lights exist in the right of way. Lights that exist in rear yard easements will not be replaced. The Town has identified traffic signal interconnect needs within the Phase 5 South project area. This conduit installation will be included with the undergrounding project. Network design of the cabling, connections, and programming will occur as a separate project.

There has been discussion regarding watermain replacements across the island that should occur during the undergrounding program. Discussions between the Town and the City have yielded a conclusion that watermain work would only be performed if required to move a watermain due to a conflict with the undergrounding work. Therefore, no intentional watermain replacement design is included in this proposal.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Task 1.1 – Phase 5 North Design (Country Club Road to Plantation Road)

Kimley-Horn will conduct a kickoff meeting with the Town to coordinate our services. Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations. Letter notification mailers will be provided to the Town to mail to affected residents. A design ticket will be called into Sunshine 811 such that utility companies having infrastructure in the area can be identified. We will then obtain and review available record drawings and data for the project area that may impact the design.

Kimley-Horn will perform a topographical survey of the public rights of way between Country Club Road and Plantation Road. Rim and invert elevations for storm and sanitary utilities will be provided. Topographical spot elevations will be shown on 100-foot intervals along the conduit routes with additional detail at each intersection. Landscape areas within 4-feet of the roadway curb will be identified, and trees larger than 6-inch in diameter within 4-feet of the roadway curb will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will obtain the horizontal and vertical locations of a representative number of known utilities within the project area. Up to forty (40) soft-dig utility locates will be performed to determine the vertical and horizontal locations of known utilities. This information will be incorporated into the drawings to determine the proposed power and communication conduit runs within the right of way.

Kimley-Horn will review the survey and utility record drawing data obtained to develop an overall base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This utility base map will be provided to FPL, AT&T, Comcast, and other communications companies, if applicable, for their use in their network design efforts.

Kimley-Horn will perform a geotechnical investigation within the project area. The purpose of this investigation is to gather information regarding the existing pavement and base thickness and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to six (6) 10-foot deep Standard Penetration Tests will be performed in the Phase 5 North project area within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

We will coordinate the design of the underground infrastructure with FPL, AT&T, and Comcast in order to develop the supplementary conduit plan. It is understood that the Town will pay the design and construction fees assessed by FPL, AT&T, Comcast, and other communications companies (if applicable) directly. Aboveground infrastructure required to support the underground system (Transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will perform individual commercial service conductor sizing and voltage drop calculations to verify the proposed commercial service conductors meet minimum NEC requirements and necessary ampacity ratings for the customer load. Up to three (3) commercial service conductors will be sized under this task. It is assumed that FPL will size all residential services and that these services will be owned and maintained by FPL.

It is anticipated that the final undergrounding construction documents may contain the following information:

- Cover Sheet
- Survey
- General Notes (up to 4 sheets)
- Overall Site Plan (up to 1 sheet)
- Conduit/Equipment plan (up to 28 sheets, 1"=20')
- Equipment Details (up to 3 sheets)
- Trench and Conduit Details (up to 1 sheet)
- Construction / Restoration Details (up to 1 sheet)
- Commercial Service Sizing Spreadsheet (up to 1 sheet)
- Street Light Replacement Locations and Details (up to 2 sheets)
- Landscape Plan (up to 10 sheets)
- Planting Details and Notes (up to 2 sheets)
- Technical Specifications

It is understood that the Town is pursuing the installation of FPL LED lighting and that FPL will perform the detailed design and installation of the poles, conductor, and service points. Kimley-Horn will provide a street lighting exhibit to FPL for use in their design of new LED lighting under the LT1 tariff. Use of this tariff is expected to minimize conduit needed for new street lighting. It is not expected that any conduit will need to be installed by the Town for street lighting, rather FPL will install necessary conduit when they install the new lights.

Kimley-Horn will submit deliverables for review at the following milestones:

- Survey Complete
- Utility Base Map Complete
- Equipment Location Map Complete
- Conduit Routing Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment Location Plan and Conduit Routing Plan submittals. During the design process, we will continue to coordinate with FPL, AT&T, and Comcast to ultimately obtain their final network designs and cost estimates. An Opinion of Probable Cost for the project areas will be submitted with the Conduit Routing Final Construction Document submittal. We will also submit the plans to FPL, AT&T and Comcast for coordination purposes concurrently with the Town submittals. We have assumed that ARCOM review and approval will not be required for the landscaping that may be required to screen the above grade equipment on the project. If ARCOM approval is deemed to be required by the Town, we can provide these services as an additional service.

No Town infrastructure improvements beyond the underground conversion are currently contemplated in the Phase 5 North area. If it becomes known through our coordination with the Town during this phase of the project that infrastructure improvements should be incorporated into the design, we can perform such design as an additional service.

Task 1.2 – Phase 5 South Design (Peruvian Avenue to Seaspray Avenue, generally west of Hibiscus Avenue to South Lake Drive)

Kimley-Horn will conduct a kickoff meeting with the Town to coordinate our services. Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations. Letter notification mailers will be provided to the Town to mail to affected residents. A design ticket will be called into Sunshine 811 such that utility companies having infrastructure in the area can be identified. We will then obtain and review available record drawings and data for the project area that may impact the design.

Kimley-Horn will perform a topographical survey of the public rights of way and accessible alleyways/easements between Peruvian Avenue and Seaspray Avenue, generally west of Hibiscus Avenue to South Lake Drive as shown on the Phasing Map within the master plan. Rim and invert elevations for storm and sanitary utilities will be provided. Topographical spot elevations will be shown on 100-foot intervals along the conduit routes with additional detail at each intersection. Landscape areas within 4-feet of the roadway curb will be identified, and trees larger than 6-inch in diameter within 4-feet of the roadway curb will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will obtain the horizontal and vertical locations of a representative number of known utilities within the project area. Up to fifty-seven (57) soft-dig utility locates will be performed in order to verify the vertical and horizontal locations of known utilities. This information will be incorporated into the drawings to determine the proposed power and communication conduit runs within the right of way.

Kimley-Horn will review the survey and utility record drawing data obtained to develop an overall base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This utility base map will be provided to FPL, AT&T, Comcast, and other communications companies, if applicable, for their use in their network design efforts.

Kimley-Horn will perform a geotechnical investigation within the project area. The purpose of this investigation is to gather information regarding the existing pavement and base thickness and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to four (4) 10-foot deep Standard Penetration Tests will be performed in the project area within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

We will coordinate the design of the underground infrastructure with FPL, AT&T, and Comcast in order to develop the supplementary conduit plan. It is understood that the Town will pay the design and construction fees assessed by FPL, AT&T, Comcast, and other communications companies (if applicable) directly. Aboveground infrastructure required to support the underground system (Transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the

individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will perform individual commercial service conductor sizing and voltage drop calculations to verify the proposed commercial service conductors meet minimum NEC requirements and necessary ampacity ratings for the customer load. Up to ninety (90) commercial service conductors will be sized under this task. It is assumed that FPL will size all residential services and that these services will be owned and maintained by FPL. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced in order to convert the service from the rear alley to the front street. Within Phase 5 South, it is anticipated that some amount of infrastructure will need to be converted underground within the rear alleys as there may be no practical way to convert the service to the front street due to the lack of space between adjacent buildings/properties (i.e. new services will not be proposed to be installed below existing buildings).

It is anticipated that the final undergrounding construction documents may contain the following information:

- Cover Sheet
- Survey
- General Notes (up to 4 sheets)
- Overall Site Plan (up to 1 sheet)
- Conduit/Equipment plan (up to 34 sheets, 1"=20')
- Equipment Details (up to 6 sheets)
- Trench and Conduit Details (up to 2 sheets)
- Construction / Restoration Details (up to 2 sheets)
- Electrical Service Sizing Spreadsheet (up to 2 sheets)
- Street Light Replacement Location Exhibit (up to 2 sheets)
- Landscape Plan (up to 14 sheets)
- Planting Details and Notes (up to 2 sheets)
- Technical Specifications

It is understood that the Town is pursuing the installation of FPL LED lighting and that FPL will perform the detailed design and installation of the poles, conductor, and service points. Kimley-Horn will provide a street lighting exhibit to FPL for use in their design of new LED lighting under the LT1 tariff. Use of this tariff is expected to minimize conduit needed for new street lighting. It is not expected that any conduit will need to be installed by the Town for street lighting, rather FPL will install necessary conduit when they install the new lights.

Kimley-Horn will submit deliverables for review at the following milestones:

- Survey Complete
- Utility Base Map Complete
- Equipment Location Map Complete
- Conduit Routing Complete

Kimley-Horn will address one (1) round of reasonable comments after the review period. During the design process, we will continue to coordinate with FPL, AT&T, and Comcast to ultimately obtain their

final network designs and cost estimates. An Opinion of Probable Cost for the project areas will be submitted with the Conduit Routing Final Construction Document submittal. We will also submit the plans to FPL, AT&T and Comcast for coordination purposes concurrently with the Town submittals. We have assumed that ARCOM review and approval will not be required for the landscaping that may be required to screen the above grade equipment on the project. If ARCOM approval is deemed to be required by the Town, we can provide these services as an additional service.

Town infrastructure improvements beyond the underground conversion in the Phase 5 South project area include a traffic signal interconnect. This conduit will be shown on the supplementary conduit plans. No other Town infrastructure improvements beyond this and the underground conversion are currently contemplated in the Phase 5 South area. If it becomes known through our coordination with the Town during this phase of the project that infrastructure improvements should be incorporated into the design, we can perform such design as an additional service.

Task 1.3 – Permitting Assistance [Phase 5 South]

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation (FDOT) General Utility Permit
- Florida Department of Transportation (FDOT) Landscaping Permit
- Florida Department of Transportation (FDOT) Construction Agreement and Maintenance Memorandum of Agreement (MMA)

Kimley-Horn will respond to a maximum of one (1) request for additional information from the FDOT. Additional revisions or changes in response to subsequent review comments requested by the Town shall be provided as an Additional Service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside of Kimley-Horn's control, additional meetings or coordination will be considered as Additional Services.

Building Department Permits, if required for service conversions, will be prepared and submitted by the Town's Construction Manager during construction.

Task 1.4 – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town's Construction Manager. We will prepare the construction documents for bidding, attend pre-bid meetings for the north and south project areas (up to two (2) pre-bid meetings) and respond to requests for clarification during the bidding process. We will review the bid proposals received for each project area and attend up to four (4) meetings with the Town to discuss our comments. A summary memorandum will be provided to the Town describing the results of the bidding process.

It has been assumed that the Town or Construction Manager will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this proposal.

Task 1.5 – Easement Assistance

Kimley-Horn will coordinate with the Town Project Manager during the easement acquisition process for Phase 5 North and Phase 5 South. We will research the online Palm Beach County Clerk's records for evidence of existing utility easements within the project area that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results. Existing easements that are found in the public record will be plotted on the survey and utility base map.

We will develop easement exhibits for use as discussion tools during meetings with property owners to discuss the easement request. We will conduct field meetings with those property owners where easements are being sought for the proposed electric and communications equipment. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property.

Easements for equipment will be defined on the construction plans. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn will provide a separate basic sketch and legal description signed and sealed by a registered Florida surveyor for the proposed easement. We have included an allowance budget for our surveyor to describe these easements, which assumes up to one hundred nineteen (119) easements for above-ground equipment will be provided under this task. This does not include easement acquisition services for significant equipment locations in Phase 5 which have been authorized under a separate purchase order.

It is understood that the preparation of the letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town Project Manager and therefore have not been included in our scope of services.

Task 1.6 – Meetings (Design Phase)

Kimley-Horn and our sub-consultant team members, as appropriate, will attend scheduled project meetings as described below during the design phase of the project:

- Project kick off meeting
- Project team meetings (monthly, up to twelve (12) meetings)
- Underground Utility Task Force Meetings (monthly, up to six (6) meetings)
- Town point-of-contact meetings and other general meetings with Town staff, utility owners, etc. (up to six (6) meetings)
- Stakeholder meetings (FPU, FDOT, Community, etc.) (up to six (6) meetings)

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided By the Town

The following information shall be provided to Kimley-Horn:

- Utility Record Drawing Information as may be available
- Access to the Project Areas
- Town Project Manager services to prepare letter notices, easement documentation package, coordinate the execution of easements, perform title searches (if required), and recording of easements.
- Access to Town facilities for public meetings and public gatherings as needed

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in January 2019 and will be completed by May 2021.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1.1 through 1.4 for the total lump sum fees listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task 1.1 – Phase 5 North Design	\$454,210
Task 1.2 – Phase 5 South Design	\$606,951
Task 1.3 – Permitting Assistance [Phase 5 South]	\$ 17,100
Task 1.4 – Bid Phase Services	\$ 37,899

Kimley-Horn will perform the services in Tasks 1.5 and 1.6 on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate budgets among tasks as we deem necessary. Due to the complexity and unknown elements of the easement acquisition process, the budget amount may fluctuate greatly.

Task 1.5 – Easement Assistance	\$218,600
Task 1.6 – Meetings [Design Phase]	\$ 77,911

An allowance budget has been provided for easement sketch and legal descriptions provided by the project surveyor. This allowance is based on the estimated one hundred nineteen (119) easements required for Phase 5.

Legal Sketch and Description Allowance [Phase 5]	\$ 35,689
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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Senior Vice President

Attachment

K:\WPB_Civil\General\JohnsonBrett\Marketing\Proposals\PalmBeachTownOf2018_1022_Phase5Design\2018_1119_Agreement.docx

RESOLUTION NO. 199-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$1,448,360 FOR PHASE 5 ENGINEERING DESIGN SERVICES OF THE TOWN-WIDE UNDERGROUNDING OF UTILITIES PROGRAM.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Kimley-Horn and Associates, Inc., in an amount of \$1,448,360 for Phase 5 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these services, and is authorized to approve additional tasks, as necessary, within the budget.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of December, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Update on the Town's Compensation and Benefits Study.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated November 29, 2018, from Kirk Blouin, Town Manager**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

From: Kirk Blouin, Town Manager

Re: Update on the Town's Compensation and Benefits Study

Date: November 29, 2018

STAFF RECOMMENDATION

The information contained herein is for informational purposes only. There are no staff recommendations for Town Council's consideration at this time.

GENERAL INFORMATION

Pursuant to the information previously provided to the Mayor and Town Council, the project team has completed its meetings with all Department Directors. During those meetings the job classifications selected for study studied were finalized, job descriptions were evaluated for accuracy to ensure "apples to apples" comparison with peer communities, and the list of peers selected to participate in the study was reviewed. Specific feedback from departments was also obtained, relative to information the consultants should gather during the course of the study, particularly for the public safety departments.

Below you will find summary charts (labeled A thru E), which include classification and position data related to the study. Classifications represent unique job titles, and one classification can contain multiple positions that are either occupied by employees or vacant.

Chart A. The Town currently has 133 unique job classifications, 53% (or 70 classifications) are scheduled to be studied.

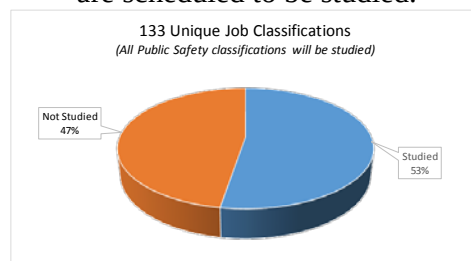


Chart B. Among the 53% of classifications scheduled for study, all Public Safety positions in Police and Fire will be included and 59% of general classifications will be studied.

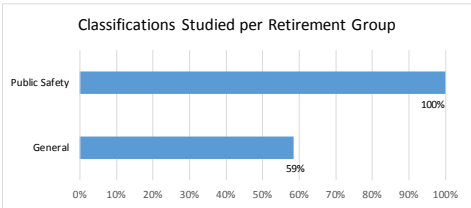


Chart C. The Town currently has 360 positions, 38% are Public Safety and 62% are General.

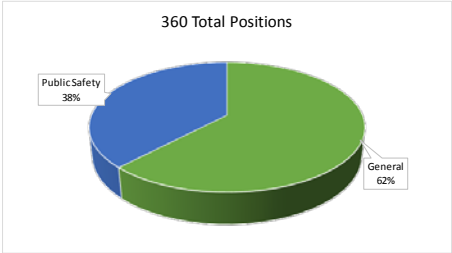


Chart D. Among the 38% Public Safety positions, all will be included in the study. Among the 62% of General positions, 64% will be included in the study.

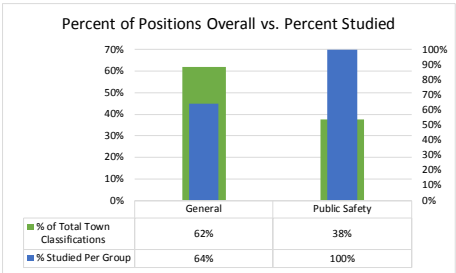
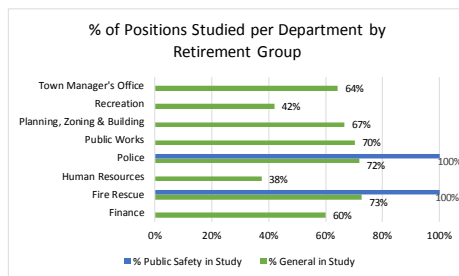


Chart E. This chart provides the percentage of Public Safety and General positions included in the study per department.



Evergreen Consulting has finalized the survey instrument and distribution to the selected peers has begun. A list of 28 selected peers is below. Staff will continue to provide Town Council with project updates in a similar manner at subsequent monthly meetings.

1	Broward County Sheriff's Office	Broward	³
2	Coconut Creek	Broward	
3	Coral Springs	Broward	
4	Davie	Broward	
5	Ft. Lauderdale	Broward	
6	Hollywood Police Dept	Broward	
7	Plantation	Broward	
8	Pompano Beach	Broward	³
9	Sunrise	Broward	
10	Coral Gables	Miami-Dade	
11	Miami Beach	Miami-Dade	
12	Miami-Dade Fire Rescue	Miami-Dade	
13	Boca Raton	Palm Beach County	
14	Boynton Beach	Palm Beach County	

15	Delray Beach	Palm Beach County	
16	Greenacres	Palm Beach County	¹
17	Jupiter	Palm Beach County	²
18	Lake Worth	Palm Beach County	^{1,2}
19	North Palm Beach	Palm Beach County	
20	Palm Beach Gardens	Palm Beach County	
21	Royal Palm Beach	Palm Beach County	^{1,2}
22	Tequesta	Palm Beach County	
23	Wellington	Palm Beach County	^{1,2}
24	West Palm Beach	Palm Beach County	
25	Palm Beach County	Palm Beach County	
26	Palm Beach County Fire Rescue	Palm Beach County	²
27	Palm Beach County Sheriff's Office	Palm Beach County	¹
28	Solid Waste Authority	Palm Beach County	

¹ Palm Beach County Sheriff Jurisdiction

² Palm Beach County Fire Rescue Service ³ Broward County Sheriff Jurisdiction

cc: Jay Boodheshwar, Deputy Town Manager
Department Directors

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Regular Agenda - New Business

Agenda Title

Town Manager Performance Evaluation and Town Goals.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **List of Townwide Goals for 2019**

Please identify by circling a total of five (5) goals and submit your completed list to me by 5:00 p.m., on January 2, 2019.

PRELIMINARY LIST OF POTENTIAL TOWN MANAGER GOALS FOR FY 18/19

Circle five (5) goals:

- 1) Continue to examine the budget to identify opportunities to restructure Town operations by increasing revenue and reducing expenditures, while maintaining an extraordinary level of service and focusing on working more efficiently.**
- 2) Work with the Retirement Board to identify ways to address the Town's unfunded pension liability.**
- 3) Complete and analyze the results of the compensation and benefits study by Evergreen Solution, LLC and take steps to resolve attrition and recruitment amongst the Town's Public Safety and General Employees.**
- 4) Find innovative solutions to address the rising construction costs of the undergrounding project. Wisely apply the lessons learned in Phase 1 to address unforeseen expenses and issues, improve the process for the residents, including enhancing communication with residents on project timelines and transformer locations.**
- 5) Complete the Town Docks project on time and on budget and identify ways to increase revenue through the renovation, rebuilding and enhancement of the Town Docks. Provide monthly updates to Public Works committee and Council on critical path, key decisions, and budget performance.**
- 6) Analyze and utilize the results of the coastal integrity study being performed by Woods Hole Group to set priorities for the actions the Town can take to protect and armor its ocean and inlet shorelines from flooding due to storms, king tides and sea level rise. Based on these priorities, review potential costs and budget mechanisms.**
- 7) Continue the Town's Beach Restoration Projects in order to ensure their completion by 2020.**
- 8) Review the Planning, Zoning and Building Department's processes to improve efficiencies and customer service, including an in-depth analysis of current and future technological needs. Continue to hold forums and engage in dialogue with the business community and improve Town processes to make them more "user friendly" to the businesses in the Town.**

(Cont'd.)

9) Step up the monitoring of construction sites and cite violations in order to better provide residents the peaceful enjoyment of their property. Investigate taking steps to further limit large trucks from traversing the Island.

10) Work with our neighbors to ensure development across the bridge has minimal adverse impacts to our residents' and businesses' ability to move on and off the island.

Write in goals you wish to have considered by you and your colleagues in the lines below if none of the above enabled you to circle five goals. It is acceptable to re-write a suggested goal above to better fit your ideas or concerns.

Add additional pages as may be needed.

Signature of Mayor or Town Council Member Who Completed the Form

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Regular Agenda - New Business

Agenda Title

Approve 2019 Town Council Meeting Schedule.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated November 29, 2018, from Kirk Blouin, Town Manager**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Adoption of the 2019 Town Council Meeting Schedule

Date: November 29, 2018

STAFF RECOMMENDATION

Staff recommends the Town Council adopt the 2019 meeting schedule as modified below, along with any other modifications that may be acceptable to the majority.

GENERAL INFORMATION

Staff requests Town Council approval relative to the dates to conduct the following 2019 Town Council meetings. The standard schedule, with no modifications would be as follows:

JANUARY 8 AND 9	JULY 9 AND 10
FEBRUARY 12 AND 13 ⁽¹⁾	AUGUST 13 AND 14
MARCH 12 AND 13 ⁽²⁾	SEPTEMBER 10 AND 11
APRIL 9 AND 10	OCTOBER 8 AND 9 ⁽³⁾
MAY 14 AND 15	NOVEMBER 12 AND 13
JUNE 11 AND 12	DECEMBER 10 AND 11

Staff recommends the standard schedule be amended as follows:

- ⁽¹⁾ At the September 12, 2018, Town Council meeting, there was Town Council consensus to move the Tuesday, February 12, 2019, Town Council meeting-regular business to Thursday, February 14, 2019.

- (2) Staff recommends moving the Tuesday, March 12, 2019, and Wednesday, March 13, 2019, Town Council meetings to Tuesday, March 19, 2019, and Wednesday, March 20, 2019, due to the Town's election on Tuesday, March 12, 2019, 7:00 a.m. -7:00 p.m. Swearing in of newly elected official(s) usually takes place at the regular Town Council meeting immediately following the Town election. The Town's general elections are the second Tuesday of March. Staff recommends moving the regular Town Council meeting to March 19, 2019, in order to swear in the elected officials and adopt the certified election results. The development review meeting will be held on Wednesday, March 20, 2019. The two commissions (Planning & Zoning Commission and Landmarks Preservation Commission) that traditionally meet in the third week of March, can now move to the second week of March.
- (3) The Tuesday, October 8, 2019, regular municipal business Town Council meeting and Wednesday, October 9, 2019, development review Town Council meeting are in conflict with the first day of Yom Kippur. Staff recommends combining the Tuesday, October 8, 2019, and the Wednesday, October 9, 2019, Town Council meetings and scheduling the combined meeting to be held Thursday, October 10, 2019.

The six Jewish holidays listed below are dates that should be avoided when scheduling public meetings.

Passover	Friday, April 19, 2019 (First night of Passover) and Friday, April 26, 2019 (Last night of Passover)
Shavuot	Monday, June 10, 2019
Rosh Hashanah	Monday, September 30, 2019-Tuesday, October 1, 2019
Yom Kippur	Tuesday, October 8, 2019-Wednesday, October 9, 2019
Sukkot	Monday, October 14, 2019-Tuesday, October 15, 2019
Shemini Atzeret & Simchat Torah	Monday, October 21, 2019-Tuesday, October 22, 2019

Board/Commission liaisons should work to reschedule any meetings that conflict with the above noted holidays.

KWK:cek

cc: Department Directors
John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Regular Agenda - New Business

Agenda Title

Recommendation to Schedule a Public Safety Committee Meeting.

Presenter

Maggie Zeidman, Chair

ATTACHMENTS:

- ▣ **Proposed Public Safety Meeting Agenda**

PROPOSED PUBLIC SAFETY MEETING AGENDA

Thursday, January 30, 2018

1. COUNCIL UPDATE on Compensation Study. Where we are, where we are heading. Synopsis of Mayor and Council meetings with Police and Firefighter/Medics.
2. POLICE UPDATE: Crime statistics by type; clearance rate; year over year comparison of statistics; purpose of new training equipment provided by The Police Foundation- VIRTRA SIMULATOR; Manpower/Staffing report: number of positions, turnover/attrition of officers, new appointments and promotions; Introduction (Resurrection) of Joint Police & Fire Citizen's Academy; goal for 2019: increase community policing: bicycles, ATV's – beach patrol, more foot patrol, aka "walk and talk", in addition to vehicle patrol.
3. FIREFIGHTER/MEDIC UPDATE: Fire and Medical call statistics by type and response times; year over year comparison of statistics; presentation of new fire rescue equipment including a demonstration of ultrasound and its application; Manpower/ staffing report: turnover/attrition of firefighters; new appointments and promotions; overview of 2019 community programs: Prescription Medication Review, Fall Prevention, Hurricane Preparedness.
4. Recognition of Outstanding Citizens: those who have helped solve or prevent crimes, The Police Foundation: Palm Beach Civic Association.
5. TRAFFIC SAFETY ISSUES: Discussion of safety concerns pertaining to 2 or more bicycles riding abreast on the roadway and review of applicable current laws/code; discussion of hedge heights and vehicle visibility issues.
6. BIKE TRAIL ISSUES: increased use of trail; enforcement for speeding (speed is 10 mph) and failing to yield to pedestrians and use of an audible alarm; cameras under bridge (incident in WPB); consider motorized scooter ordinance.

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, At Article 1, In Section 66-311, Prohibited Plants; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

Josh Martin, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated December 6, 2018, from Josh Martin, Director of Planning, Zoning and Building**
- ▣ **Ordinance No. 21-2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 11, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Josh Martin, Director of Planning, Zoning and Building

Re: Proposed Modifications to Chapter 66 of the Town Code of Ordinances
Ordinance No. 21-2018

Date: December 6, 2018

STAFF RECOMMENDATION

Staff recommends that Town Council approve the first reading of Ordinance No. 21-2018, amending Chapter 66 – Natural Resource Protection, of the Town Code of Ordinances, as recommended by the Ordinances, Standards and Rules Committee.

GENERAL INFORMATION

At the November 13, 2018, Town Council meeting, Ordinance 20-2018 was initially introduced at the recommendation of the ORS Committee and included the following proposed amendments to Chapter 66 for consideration:

- The first amendment at Article II, related to the incorporation of revised definitions related to Natural Resource Protection in general;
- The second amendment at Section 66-212 proposed revisions to the existing Purpose and Intent section of the article thus providing relationship to the revised standards of the article;
- The third amendment at Section 66-285 proposed general design requirements and specifically speaks to the minimum native vegetation requirement (subsection (3));
- The fourth amendment at Article IV, subsection (5) related to mulching and was aimed at environmental protection; and
- The final amendment which is deemed necessary and important, especially because of the continued invasion of white fly in the Town and elsewhere, is at Section 66-311 and included a new subsection (d) which provides that the planting of ficus benjamina shall be prohibited, except in instances where it is being planted to fill in hedge material.

Town Council did not take action on the aforementioned amendments but instead provided a variety of input regarding the sections identified for modification and asked staff to revise and

review the proposed amendments once more with the ORS committee at its December 6, 2018, meeting and then reintroduce the ordinance for Council consideration.

Following further review of the aforementioned amendments and input from Council, staff prepared the following revised set of amendments to Chapter 66, which was reviewed and discussed at the December 6, 2018, ORS meeting.

- The first proposed amendment at Article II, related to the incorporation of revised definitions related to Natural Resource Protection that pertained to the other proposed amendments of Chapter 66;
- The second amendment at Section 66-212 proposed revisions to the existing Purpose and Intent section of the article thus providing relationship to the proposed modifications to standards of the article;
- The third amendment at Section 66-285 proposed general design requirements and specifically speaks to the minimum native vegetation requirement (subsection (3)) of 25% as a result of Town Council input during its November 13, 2018 meeting. This amendment also included a proposed prohibition of hat-racking of trees following Staff review and research of the subject matter;
- The fourth amendment at Article IV, subsection (5) related to mulching and was aimed at environmental protection. This amendment specifically proposed a prohibition of Cypress and dyed mulches; and
- The final amendment which is deemed necessary and important, especially because of the continued infestation of white fly in the Town and elsewhere, is at Section 66-311 and includes a new subsection (d) which prohibits the planting of any new ficus benjamina, without exception.

After signification input from landscape architects who attended the December 6, 2018, ORS meeting and robust discussion between staff and the ORS Committee, it was ultimately determined that the only item that should be advanced to Town Council in Ordinance No. 21-2018 at this time are regulations prohibiting the planting of ficus benjamina. Items such as minimum native species requirements, hat-racking, mulching, and minimum shade tree requirements were tabled to the February 7, 2019, ORS meeting to allow time for staff to further engage with landscape architects, the Garden Club, the Beautification Committee of the Civic Association, and others who may have interest and input into these matters.

Regarding the ficus benjamina prohibition, it is important to note that the language presented to Council at the November 13, 2018, meeting in the original version of Ordinance No. 21-2018, included an exception to permit replanting of this material to replace portions of an existing stand of hedges if less than 50%. The exception language was removed in response to feedback provided at the November 13 Council meeting. If Council desires to reintroduce this language to provide an exception, please advise staff and said changes will be made prior to the second reading of this ordinance.

Attachment

cc: John C. Randolph, Town Attorney

ORDINANCE NO. 21-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH AT CHAPTER 66, NATURAL RESOURCE PROTECTION, AT ARTICLE 1, IN SECTION 66-311, PROHIBITED PLANTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. Sec. 66-311. Prohibited Plants is hereby amended to include the following provisions:

(d) Prohibition of ficus benjamina. Due to extreme susceptibility of the invasive white fly pest and the consequent enforcement issues to require owners to treat or remove infested ficus benjamina, no new planting of ficus benjamina shall be allowed.

~~(e)~~ *Protection of natural area and incentives.* The county has recognized the Palm Beach Island Sanctuaries (R43 T43 S34; R43 T44 S03/10/15) located within the town as a natural area containing high quality ecosystems that are worthy of protection. The town hereby adopts for purposes of the protection of said natural area and for purposes of the regulation of the buffer area around said natural area those sections of the County Code known as the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance" relating to the protection and regulation of these areas. Additionally, the town adopts the incentive program offered by the county as incorporated within the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance."

~~(f)~~ *Enforcement.* Violations of this section shall be:

- (1) Failure of a property owner to remove or eradicate prohibited invasive non-native vegetation in accordance with subsection (a) and (c) of this section.
- (2) Failure of a property owner to maintain nonexempt properties free of prohibited invasive non-native vegetation in accordance with subsection (c) of this section.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can

be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of December, 2018, and for second and final reading on this _____ day of _____, 2019.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 11, 2018

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 22-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Focusing on Excessive Nutrient Levels in Palm Beach County Water Bodies; Providing for Title; Providing for Definitions; Providing for Applicability; Providing for Timing of Fertilizer Applications; Providing for Fertilizer Free Zones; Providing for Fertilizer Content and Application Rates; Providing for Fertilizer Application Practices; Providing for Management of Grass Clippings and Vegetative Matter; Providing for Exemptions; Providing for Training; Providing for Licensing of Commercial Applicators; Providing for Enforcement; Providing for Penalties; Providing for Appeal; Providing for Severability; Providing for Inclusion in the Code of Laws and Ordinances; Providing for Enforcement; Providing for Captions; and Providing for an Effective Date.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated November 12, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Ordinance No. 22-2018**
- ▣ **Florida Statute No. 482.1562**

TOWN OF PALM BEACH

Information for Town Council Meeting on December 11, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Adoption of Fertilizer Control Ordinance
Ordinance No. 22-2018

DATE: November 12, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council adopt Ordinance No. 22-2018 containing the use of fertilizer within the Town of Palm Beach.

GENERAL INFORMATION

The National Pollutant Discharge Elimination System (NPDES) program, as authorized by the Clean Water Act, controls direct discharges into all navigable waters of the United States. Any facility that discharges into surface waters needs to obtain a permit through the NPDES program. The Town is part of the Northern Palm Beach County Improvement District's Municipal Separate Storm Sewer System (MS4) NPDES program which is comprised of 40 governmental entities in Palm Beach County. Under the MS4 NPDES permit certain conditions and effluent limitations have been established before discharge can be initiated.

Currently, there is concern about nutrients from fertilizers being discharged into the surface waters. Florida Statutes (403.9337) requires that municipal governments located within the watershed of a waterbody that is listed by the Florida Department of Environmental Protection (FDEP) as impaired for nutrients adopt a fertilizer control ordinance. Until recently, the Town was not required to adopt a fertilizer control ordinance. In the latest assessment, FDEP listed the Lake Worth Lagoon as impaired for nutrients, as such, the Town is now required to adopt a fertilizer ordinance.

Several model ordinances have been developed, including the FDEP's "Model Ordinance for Florida Friendly Fertilizer Use of Fertilizer on the Urban Landscape" and, a modified version of the model ordinance as developed by Palm Beach County. A typical fertilizer ordinance has provisions for the proper application, training, and licensing requirements for fertilizer usage.

The intent of the proposed fertilizer ordinances is to limit the runoff of nutrients into the Lake Worth Lagoon as a result of the application of fertilizers. The ordinance, once in place and enforced, will supplement ongoing efforts to minimize discharge of pollutants. A measure that the Town already has in place is the requirement for newly constructed projects to provide on-site retention of runoff from a two inch (2") rainfall. This allows for the runoff of light to moderate rainfall events to be retained on site, therefore, significantly reducing the amount of nutrient discharge into the Lake Worth Lagoon.

The State has also approved a Statute (FS 482.1562) that become effective this year. The Statute requires Best Management Practices Training and Certification for all commercial workers applying fertilizer on residential or commercial properties. This does not apply to individual property owner's applying fertilizer to their yard. The Statute is attached for your reference.

Staff recommends adopting the fertilizer ordinance to be in compliance with the State Statutes and the MS4 permit. All commercial applicators who engage in the maintenance of landscape will need to obtain a mandatory fertilization certification. Staff will need to conduct random site inspections with the residences and landscape contractors. In addition, staff will be required to enforce the ordinance and to issue fines for those in non-compliance.

On November 8, 2018, the Fertilizer Control Ordinance was brought before the Public Works Committee and it was recommended that the ordinance be presented at the December 11, 2018 Town Council Meeting for a first reading. Subsequent to the Public Works meeting, the draft ordinance was provided to all golf course managers within the Town of Palm Beach.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

Attachment

cc: John C. Randolph, Town Attorney
Joshua Martin, PZB Director
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Brett Madison, Facilities Maintenance Division Manager
Benjamin Alma, Parking/Code Enforcement Manager

ORDINANCE NO. 22-2018

AN ORDINANCE OF THE TOWN OF PALM BEACH IN PALM BEACH COUNTY, FLORIDA, FOCUSING ON EXCESSIVE NUTRIENT LEVELS IN PALM BEACH COUNTY WATER BODIES; PROVIDING FOR TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR TIMING OF FERTILIZER APPLICATIONS; PROVIDING FOR FERTILIZER FREE ZONES; PROVIDING FOR FERTILIZER CONTENT AND APPLICATION RATES; PROVIDING FOR FERTILIZER APPLICATION PRACTICES; PROVIDING FOR MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR TRAINING; PROVIDING FOR LICENSING OF COMMERCIAL APPLICATORS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR APPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 303(d) of the Federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific water bodies in Palm Beach County as “impaired” as a result of the presence of excessive nutrients; and

WHEREAS, Florida Statute, Section 403.9337 requires local governments located within the watershed of a water body or water segment that is listed as impaired by nutrients to Florida Statute, Section 403.067, adopt an Ordinance for Florida-Friendly™ Fertilizer Use on urban landscapes; and

WHEREAS, the FDEP on the 8th day of September 2016, issued its Palm Beach County Municipal Separate Storm Sewer System Permit No. FLS 000018-004 (hereinafter referred to as the “MS4 Permit”) to forty (40) governmental entities including the Town of Palm Beach; and

1 **WHEREAS**, the MS4 permit requires local governments within the watershed of a nutrient
2 impaired water body to adopt FDEP’s Model Ordinance for Florida Friendly Fertilizer Use on
3 Urban Landscapes or an Ordinance that includes all the requirements set forth in the Model
4 Ordinance; and

5
6 **WHEREAS**, surface water runoff and base flow runoff leaves residential neighborhoods,
7 commercial centers, industrial areas, and other lands of the Town of Palm Beach and enters into
8 natural and artificial stormwater and drainage conveyances and natural water bodies in Palm Beach
9 County; and

10
11 **WHEREAS**, phosphorus and nitrogen, the primary nutrients associated with the
12 degradation of surface water, are commonly the primary components of fertilizer for turf and
13 landscape application, and

14
15 **WHEREAS**, the quality of streams, lakes, and wetlands is important to environmental,
16 economic, and recreational prosperity and to the health, safety, and welfare of the residents of the
17 Town Palm Beach; and

18
19 **WHEREAS**, algae blooms and accelerated growth of aquatic weeds in Palm Beach
20 County’s water bodies have heightened community concerns about water quality and
21 eutrophication of surrounding waters; and

1 **WHEREAS**, it is generally recognized that Eastern Palm Beach County soils naturally
2 have adequate phosphorus content for most vegetative needs and that additional phosphorus is
3 therefore only occasionally needed to create or maintain a vibrant landscape; and

4
5 **WHEREAS**, it has been recognized that proper application of slow-release nitrogen
6 sources is more efficiently used by plants and less likely to leach or runoff; and

7
8 **WHEREAS**, this Ordinance is part of a regulatory program to address nonpoint sources
9 of nutrient pollution which is scientifically based, and economically and technically feasible; and

10
11 **WHEREAS**, in the process of adoption of this Ordinance, the Town of Palm Beach has
12 considered scientific information, including input from the Department of Environmental
13 Protection, the Department of Agriculture and Consumer Services, and the University of Florida
14 Institute of Food and Agricultural Sciences.

15
16 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF PALM BEACH,**
17 **FLORIDA, that**

18 **SECTION I. TITLE:**

19 This Ordinance shall be known as the Fertilizer-Friendly Use Ordinance.

20
21 **SECTION II. DEFINITIONS:**

22 For this Ordinance, the following terms shall have the meanings set forth in this Section
23 unless the context clearly indicates otherwise.

1 1. “Application” or “Apply” means the actual physical deposition of fertilizer to turf
2 or landscape plants.

3 2. “Applicator” means any person who applies fertilizer on turf and/or landscape
4 plants in the Town of Palm Beach.

5 3. “Approved Test” means a soil test from the University of Florida, government or
6 other commercial licensed laboratory that regularly performs soil testing and recommendations.

7 4. “Best Management Practices (BMP’s)” means turf and landscape practices or
8 combination of practices based on research, field-testing, and expert review, determined to be the
9 most effective and practical site-specific means, including economic and technological
10 considerations, for improving water quality, conserving water supplies and protecting natural
11 resources.

12 5. “Code Enforcement Officer”, “Official” or “Inspector” means any designated
13 employee or agent of the Town of Palm Beach whose duty is to enforce codes and ordinances
14 enacted by the Town of Palm Beach.

15 6. “Commercial Fertilizer Applicator” except as provided in Section 482.1562(9),
16 F.S. means any person who applies fertilizer for payment or other consideration to property not
17 owned by the person or firm applying the fertilizer or the employer of the applicators.

18 7. “Fertilizing” or “Fertilization” means the act of applying fertilizer to turf,
19 specialized turf, or landscape plants.

20 8. “Fertilizer” means any substance or mixture of substances that contains one or
21 more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity,
22 or provides other soil enrichment, or provides other corrective measures to the soil.

1 9. “Institutional Applicator” means any person, other than a private, non-commercial
2 or a Commercial Applicator (unless such definitions also apply under the circumstances), that
3 applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional
4 Applicators shall include, but shall not be limited to, owners, managers, or employees of public
5 lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential
6 properties maintained in condominium and/or common ownership.

7 10. “Landscape Plant” means any native or non-native tree, shrub, or groundcover
8 (excluding turf).

9 11. “Person” means any natural person, business, corporation, limited liability
10 company, partnership, limited partnership, association, club, organization, and/or any group of
11 people acting as an organized entity.

12 12. “Prohibited Application Period” means the time period during which a Flood
13 Watch or Warning, a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in
14 effect for any portion of the Town of Palm Beach, issued by the National Weather Service.

15 13. “Saturated Soil” means a soil in which the voids are filled with water. Saturation
16 does not require flow. For the purposes of this Ordinance, soils shall be considered saturated if
17 standing water is present or the pressure of a person standing on the soil causes the release of free
18 water.

19 14. “Slow-Release, “Controlled Release”, Time Release”, “Slowly-Available”, or
20 “Water Insoluble Nitrogen” means nitrogen in a form which delays its availability for vegetative
21 uptake and use after application, or which extends its availability to the vegetation longer than a
22 reference rapid or quick release product.

1 15. “Turf”, “Sod”, or “Lawn” means an area of grass-covered soil held together by
2 the roots of the grass.

3 16. “Urban Landscape” means pervious areas on residential, commercial, industrial,
4 institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or
5 landscape plants. For the purposes of this Section, agriculture has the same meaning as provided
6 in Section 570.02, Florida Statutes.

7
8 **SECTION III. FINDINGS:**

9 As a result of the Florida Department of Environmental Protection’s determination that
10 certain water bodies within Palm Beach County are impaired for excessive nutrient levels, the
11 Town of Palm Beach finds that the best management practices contained in the most recent edition
12 of the *“Florida-Friendly Best Management Practices of Water Resources by the Green*
13 *Industries”*, are required in this Ordinance.

14
15 **SECTION IV. PURPOSE AND INTENT:**

16 This Ordinance regulates the proper use of fertilizers by any applicator; requires proper
17 training of commercial and institutional fertilizer applicators; establishes training and licensing
18 requirements; establishes a Prohibited Application Period; and specifies allowable fertilizer
19 application rates and methods, fertilizer-free zones and exemptions. This Ordinance requires the
20 use of Best Management Practices to minimize negative environmental effects associated with
21 excessive nutrients in our water bodies. These environmental effects have been observed in and
22 on Palm Beach County’s natural and constructed stormwater conveyances, rivers, creeks, canals,
23 lakes, estuaries and other waterbodies. Collectively, these waterbodies are an asset important to

1 the environmental, recreational, cultural and economic well-being of Palm Beach County residents
2 and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood
3 attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients,
4 including both phosphorus and nitrogen contained in fertilizer, is anticipated to help improve and
5 maintain water and habitat quality.

6 7 **SECTION V. APPLICABILITY:**

8 This Ordinance shall be applicable to and shall regulate any and all applicators of fertilizer
9 and areas of application of fertilizer to urban landscapes within the Town of Palm Beach, unless
10 such applicator is specifically exempted by Section XI of this Ordinance. This Ordinance shall be
11 prospective only, and shall not impair any existing contracts.

12 13 **SECTION VI. TIMING OF FERTILIZER APPLICATIONS**

14 1. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf
15 and/or landscape plants during the Prohibited Application Period or to saturated soils.

16 2. Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding
17 or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding,
18 except when hydro-seeding for temporary or permanent erosion control in an emergency situation
19 (wildfire, etc.), or in accordance with the Stormwater Pollution Prevent Plan for that site.

20 21 **SECTION VII. FERTILIZER FREE ZONES:**

22 Fertilizer shall not be applied within ten (10) feet, or three (3) feet if a deflector shield or
23 drop spreader is used, of any pond, stream, water body, lake, canal, or wetland as defined by the

Florida Department of Environmental Protection (Chapter 62-340), Florida Administrative Code or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning thirty (30) days after planting if needed to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

SECTION VIII. FERTILIZER CONTENT AND APPLICATION RATES:

1. Fertilizers applied turf within the Town of Palm Beach shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements for Urban Turf Fertilizers*. Under Rule 5E-1.003(2), Florida Administrative Code, required application rate and frequency maximums, which vary by plant and turf types, are found on the labeled fertilizer bag or container.

2. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in Section (1) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

3. Fertilizer used for sports turf at golf courses shall be applied in accordance with the recommendations in “*Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses*”, published by the Florida Department of Environmental Protection, dated September 2012, as may be amended. Fertilizer used at park or athletic fields shall be applied in accordance with Rule 5E-1.003(2), Florida Administrative Code.

SECTION IX. FERTILIZER APPLICATION PRACTICES:

1 1. As required in Section VII of this Ordinance, spreader deflector shields shall be
2 used when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that
3 fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water
4 bodies, including wetlands. Any fertilizer applied, spilled, or deposited, either intentionally or
5 accidentally, on any impervious surface shall be immediately and completely removed to the
6 greatest extent practicable.

7 2. Fertilizer released on an impervious surface must be immediately contained and
8 either legally applied to turf or any other legal site, or returned to the original or other appropriate
9 container.

10 3. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into
11 stormwater drains, ditches, conveyances, or water bodies.

12 4. Property owners and managers are encouraged to use an Integrated Pest
13 Management (IPM) strategy as currently recommended by the University of Florida Cooperative
14 Extension Service publications.

15
16 **SECTION X. MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER:**

17 In no case shall grass clippings, vegetative material, and/or vegetative debris be washed,
18 swept, or blown on to or into stormwater drains, ditches, conveyances, water bodies, wetlands,
19 sidewalks or roadways. Any material that is accidentally so deposited shall be immediately
20 removed to the maximum extent practicable. Vegetative material may be placed within the
21 roadway right-of-way, but not over the storm drains, for pickup by the municipality's vegetative
22 waste hauler.

1 **SECTION XI. EXEMPTIONS:**

2 The provisions set forth above in this Ordinance shall not apply to:

3 (a) Bona fide farm operations as defined in the Florida Right-to-Farm Act, Section
4 823.14, Florida Statutes.

5 (b) Any lands used for bona fide scientific research, including, but not limited to,
6 research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or
7 horticulture.

8
9 **SECTION XII. TRAINING:**

10 1. All commercial and institutional applicators of fertilizer within Palm Beach County shall
11 abide by and successfully complete the six-hour training program in the *“Florida-Friendly Best
12 Management Practices for Protection of Water Resources by the Green Industries”* offered by the
13 Florida Department of Environmental Protection through the University of Florida/Palm Beach
14 County Cooperative Extension Service *“Florida-Friendly Landscapes”* program or an approved
15 equivalent program.

16 2. Non-commercial and non-institutional applicators not otherwise required to be certified,
17 such as private citizens on their own residential property, are encouraged to follow the
18 recommendations of the University of Florida/FAS *“Florida-Friendly Landscape Program”* and
19 label instructions when applying fertilizers.

20
21 **SECTION XIII. LICENSING OF COMMERICAL APPLICATORS:**

22 1. All businesses applying fertilizer to turf or landscape plants (including, but not limited to,
23 residential lawns, golf courses, commercial properties, and multi-family and condominium

properties) must ensure that the business owner or his/her designee holds the appropriate “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” training certificate prior to the business owner obtaining a Local Business Tax Certificate. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the Town of Palm Beach Building Department. It is the responsibility of the business owner to maintain the “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” certificate to receive their Business Tax Receipt annually.

2. All commercial applicators of fertilizer within the Town of Palm Beach shall have and carry in their possession at all times when applying fertilizer evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

3. All businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties and multi-family and condominium properties) must ensure that at least one (1) employee has an appropriate “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” training certificate prior to the business owner obtaining a Local Business Tax Certificate. Standard Business Tax Receipt (BTR and transaction fees shall apply).

SECTION XIV. ENFORCEMENT:

The provisions of this Ordinance shall be enforced by (1) the Town of Palm Beach Code Enforcement Officer pursuant to the authority granted by Section 162.01 et. Seq., Florida Statutes, as may be amended and Article 10 of the United Land Development Code, as may be amended,

(2) the Town of Palm Beach through its authority to enjoin and restrain any person violating the Unified Land Development Code, or (3) the Town of Palm Beach through the prosecution of violations in the name of the State of Florida pursuant to the authority granted by Section 125.69, Florida Statutes, as may be amended. The Code Enforcement Official may pursue these or any other enforcement remedies available to and applicable to the Town of Palm Beach.

SECTION XV. PENALTIES:

1. Failure to comply with the requirement of this Ordinance shall constitute a violation of this Ordinance and shall be punishable by a fine not to exceed \$250 per incident for the violation or a fine not to exceed \$500 per incident for a repeat violation, and, in addition, may include all costs of repairs and remediation including administrative costs. Each new day the violation exists it is considered a separate incident.

2. In determining the amount of fines that should be imposed, the Code Enforcement Official shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. If the Code Enforcement Official finds the violation is irreparable or irreversible in nature, a fine not to exceed \$15,000 per violation may be imposed.

SECTION XVI. APPEAL:

An aggrieved party, including the Town of Palm Beach, may appeal a final administrative order of the Code Enforcement Official to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement

1 Official. An appeal shall be filled within thirty (30) days of the execution of the order to be
2 appealed.

3
4 **SECTION XVII. SEVERABILITY:**

5 If any Section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
6 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
7 holding shall not affect the remainder of this Ordinance.

8
9 **SECTION XVIII. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

10 The provisions of this Ordinance shall become and be made a part of the Town of Palm
11 Beach Code. The Sections of this Ordinance may be renumbered or relettered to accomplish such,
12 and the word “Ordinance” may be changed to “Section”, “Article”, or other appropriate word.

13 **SECTION XIX. CAPTIONS:**

14 The captions, section headings, and section designations used in this Ordinance are for
15 convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

1 **SECTION XXI. EFFECTIVE DATE:**

2 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN**
3 **OF PALM BEACH, FLORIDA:**

4
5 **PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the
6 Town of Palm Beach on first reading this ____ day of _____, 2018, and for
7 second and final reading on this ____ day of _____, 2019.
8
9

10
11
12 _____
13 Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

14
15
16 ATTEST:

17
18 _____
19 Kathleen Dominguez, Town Clerk
20
21

The Florida Senate

2012 Florida Statutes

<u>Title XXXII</u> REGULATION OF PROFESSIONS AND OCCUPATIONS	<u>Chapter 482</u> PEST CONTROL <u>Entire Chapter</u>	SECTION 1562 Limited certification for urban landscape commercial fertilizer application.
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482.1562 Limited certification for urban landscape commercial fertilizer application. —

(1) To provide a means of documenting and ensuring compliance with best management practices for commercial fertilizer application to urban landscapes, the department shall establish a limited certification for urban landscape commercial fertilizer application.

(2) Beginning January 1, 2014, any person applying commercial fertilizer to an urban landscape must be certified under this section.

(3) To obtain a limited certification for urban landscape commercial fertilizer application, an applicant must submit to the department:

(a) A copy of the training certificate issued pursuant to s. 403.9338.

(b) A certification fee set by the department in an amount of at least \$25 but not more than \$75. Until the fee is set by rule, the fee for certification is \$25.

(4) A limited certification for urban landscape commercial fertilizer application issued under this section expires 4 years after the date of issuance. Before applying for recertification under subsection (5), the applicant must complete 4 classroom hours of acceptable continuing education, of which at least 2 hours address fertilizer best management practices.

(5) An application for recertification must be made at least 90 days before the expiration of the current certificate and be accompanied by:

(a) Proof of having completed the 4 classroom hours of acceptable continuing education required under subsection (4).

(b) A recertification fee set by the department in an amount of at least \$25 but not more than \$75. Until the fee is set by rule, the fee for certification is \$25.

(6) A late renewal charge of \$50 per month shall be assessed 30 days after the date the application for recertification is due and must be paid in addition to the renewal fee. Unless timely recertified, a certificate automatically expires 90 days after the recertification date. Upon expiration, a certificate may be issued only upon reapplying in accordance with subsection (3).

(7) Certification under this section does not authorize:

(a) The application of pesticides to turf or ornamentals, including pesticide fertilizer mixtures;

(b) The operation of a pest control business; or

(c) The application of pesticides or fertilizers by unlicensed or uncertified personnel under the supervision of the certified person.

(8) The department may provide information concerning the certification status of persons certified under this section to other local and state governmental agencies. The department is encouraged to create an online database that lists all persons certified under this section.

(9) Yard workers who apply fertilizer only to individual residential properties using fertilizer and equipment provided by the residential property owner or resident are exempt from the requirements of this section.

(10) The department may adopt rules to administer this section.

History.—s. 7, ch. 2009-199.