



REQUEST FOR PROPOSALS

Housing Emergency Study and Rent Control Ordinance Analysis

RFP NO. 23-200



Financial Services
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1654

RFP #23-200

Housing Emergency Study and Rent Control Ordinance Analysis

The City of Lake Worth Beach, Florida, is requesting proposals from qualified consultants for the preparation of a housing emergency study and rent control ordinance analysis. A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **4:00 P.M., October 27, 2022**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at **purchasing1@lakeworthbeachfl.gov** or from **lakeworthbeachfl.bidsandtenders.net**. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS RFP #23-200.

PUBLISHED: _____ *Palm Beach Post* and City's website

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified consultants to provide a housing emergency study and rent control ordinance analysis. A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **4:00 P.M., October 27, 2022**, whether by mail or otherwise may be rejected by the City. The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

*All questions regarding this RFP should be submitted in the bidding system at **lakeworthbeachfl.bidsandtenders.net** or in writing via e-mail to **purchasing1@lakeworthbeachfl.gov** and must be received by the date set forth below for questions from potential Respondents.* Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

4. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

5. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- **Questions from Potential Respondents Due** **October 12, 2022 - 4:00 PM**
- **Proposal Due Date and Time** **October 27, 2022 - 3:00 PM**
- **Proposal Evaluation** **October 31, 2022**
- **Contract Negotiations/Approval** **November 1, 2022**

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE

Section 2-117 of the City’s Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP. Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP. Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this RFP, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of determining the best value in the award of an RFP where more than one Respondent identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City’s procurement code, the City’s procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City’s procurement code is available on-line at municode.com under the City’s code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution,

verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser 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.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract will be negotiated with successful Respondent. If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent

will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible, Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
Responsiveness to RFP 1. Comprehensiveness of proposal 2. Completeness of proposal	0 – 10 points

Cost Effectiveness 1. Hourly rate of personnel for services 2. Not to exceed prices for services	0 - 25 points
Successful Experience and Qualification of Firm and Staff 1. Experience with similar sized cities/public entities 2. Staff qualifications and subject knowledge 3. Evidence of experience and skill 4. Evidence of availability to deliver in the timeline 5. Successful past projects with the City	0 - 30 points
Similar Projects and References 1. Prior experience with two (2) similar projects 2. References from at least (3) entities for similar projects or work	0 – 25 points
Veteran Business Enterprise, Small Business and Local Business Preference 1. Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.	0 - 5 points
Default, Termination, Litigation, Debarment, etc. 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of on any debarment by a local, state or federal governmental entity	0 – 5 points
TOTAL	100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

13. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, one (1) copy, and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive.

Each proposal (and all copies) shall contain all 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 Respondent 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 by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

Table of Contents

Outline in sequential order the sections of the proposal. The sections should match with the evaluation criteria.

Respondent Information Page

Exhibit “C” hereto.

Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent’s understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent’s title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

Proof of Licenses (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent’s Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications as outlined in Scope of Services

Cost Effectiveness (unlimited)

Respondents shall provide the completed Pricing Form, **Exhibit “A1”**. The prices provided shall include all of the services described in the solicitation documents (except as otherwise noted). Respondent shall provide any additional relevant pricing information to meet all the requirements

as defined in the solicitation document. Additional services will not be taken into consideration for evaluation purposes but City reserves the right to negotiate and include those services as an amendment to the Agreement with the successful respondent.

Successful Experience and Qualification of Firm and Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to deliver the requested services in the required timeframes and the technical approach to the study (including an outline of tasks). Information regarding dedicated staff and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Similar Projects and References (unlimited)

Respondents shall provide a minimum of two (2) similar projects on the form provided and include whether the project was completed on time.

Respondents shall provide a minimum of three (3) references on the forms provided demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Default, Termination, Litigation, Debarment, etc. (unlimited)

Respondents should provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment or a brief description of the outcome or projected outcome, and the monetary amount involved. **If none, state as such.**

Appendix

Other Relevant and Supporting Documentation (optional).

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

15. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Scope of Services
- Exhibit "A1" Pricing Form **(MUST BE SUBMITTED WITH PROPOSAL TO BE CONSIDERED RESPONSIVE)**
- B. Exhibit "B" City's Campaign Contribution Statement (submit with proposal)
- C. Exhibit "C" Respondent Information Form (submit with proposal)
- D. Exhibit "D" Similar Projects (submit with proposal)
- E. Exhibit "E" References (submit with proposal)
- F. Exhibit "F" Drug Free Workplace Form (submit with proposal)
- G. Exhibit "G" Scrutinized Companies Certification
- H. Exhibit "H" Veteran Business Enterprise, Small Business and/or Local Business Preference Form

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

18. PUBLIC ENTITY CRIMES.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

19. SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate the resulting Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement.
- C. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of the Agreement, including any and all renewals.
- D. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the awarded Respondent shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the contractors' newly hired employees;
- B. Secure an affidavit from all contractors (providing services or receiving funding under the resulting Agreement) stating that the contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all contractor affidavits for the duration of the Agreement and provide the same to the City upon request;
- D. Comply fully, and ensure all contractor s comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Agreement; and,
- F. Be aware that if the City terminates the Agreement under Section 448.095(2)(c), Florida Statutes, the Respondent may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF RFP
RFP EXHIBITS FOLLOW

EXHIBIT "A"

RFP# 23-200 / Housing Emergency Study and Rent Control Ordinance Analysis

SCOPE OF WORK/SERVICES

The City Commission is requesting proposals for the preparation of a housing emergency study and a rent control ordinance analysis (collectively, the "Study") as set forth below.

Part I of the Study. Section 166.043, Florida Statutes (attached), authorizes the adoption of a rent control ordinance only when the local government "makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency." See §166.043(5), Fla. Stat. The statute exempts the following categories of residential accommodations from a rent control ordinance: (1) seasonal or tourist unit; (2) second housing unit; and (3) luxury apartment buildings." §166.043(4), Fla. Stat.

Therefore, the City Commission seeks to secure the necessary data specific to the City of Lake Worth Beach (e.g., vacancy rates, rising rents, shortage of housing, increase in cost of living, inflation, etc.) and the opinion of a qualified professional to firmly establish, at a minimum, the following: (1) whether there exists within the City of Lake Worth Beach a "housing emergency so grave as to constitute a serious menace to the general public" (including an explanation of how the statistics and other data gathered establishes a "grave housing emergency"); (2) what impacts/effects the housing emergency is having on the general public's health, safety and welfare (i.e., "serious menace to the general public") (e.g., distress, extortion, increase of rents without legal process, evictions, homelessness, overcrowding, etc.); and (3) whether and how a rent control ordinance is "necessary and proper to eliminate such grave housing emergency" and the details/requirements of such an ordinance.

Presently, the median household income for the City of Lake Worth Beach at roughly \$40,000 for a household of four (4) is less than half of that for Palm Beach County, which stands at nearly \$90,000. Rental rates have increased and vacancies decreased across the County with no appreciation for current housing issue. In addition, the cost to construct new residential units has risen consistently and rather dramatically over the past few years. With the household incomes in Lake Worth Beach at the very low end for the County, the rental rate increases due to lack of supply and the rents necessary to cover the cost of new construction, housing costs far exceed the ability of most residents to afford a home. Data regarding how this disparity has worsened over the past several years would need to be provided.

It is uncertain what factual findings and data would be considered adequate today to establish "a housing emergency so grave as to constitute a serious menace to the general public" because the statute has not yet been interpreted by the courts in Florida since its adoption. However, the United States Supreme Court has upheld the finding that a New York rent control ordinance was warranted to address a housing emergency "so grave that it constituted a serious menace to the health, morality, comfort, and even to the peace of a large part of the people of the state." This housing emergency was based upon findings of fact "That there was a very great shortage in dwelling house accommodations in the cities of the state to which the acts apply; that this

condition was causing widespread distress; that extortion in most oppressive forms was flagrant in rent profiteering; that, for the purpose of increasing rents, legal process was being abused and eviction was being resorted to as never before; and that unreasonable and extortionate increases of rent had frequently resulted in two or more families being obliged to occupy an apartment adequate only for one family, with a consequent overcrowding, which was resulting in insanitary conditions, disease, immorality, discomfort, and widespread social discontent.” See *Edgar A. Levy Leasing Co. V. Siegel*, 258 U.S. 242, 246 (1922).

Part I of the Study must be completed and presented to the City on or before **November 28, 2022**. The successful Respondent shall present the written Study to the Commission at its Commission meeting on **December 6, 2022**. This date is subject to change at the discretion of the City.

Part I of the Study may also include, as needed, advice and expert testimony of the successful Respondent in preparation for or as otherwise needed for the City’s defense of potential litigation based upon challenges to a rent control ordinance. Such testimony may include, but not be limited to, the factual basis to support the professional opinion that a rent control ordinance was warranted.

For additional information, the following document is attached: Orange County Attorney’s Memorandum regarding the legal history of rent control ordinances and the legal analysis of the same under the current statute. Further, the following additional documents are available from the City Clerk upon request: (1) Orange County Rent Control Ordinance; and (2) Complaint challenging the Orange County Ordinance (without attachments).

Part II of the Study. The Study will also include an assessment of existing housing conditions, demographic and market demands, and identify critical housing gaps and issues. It should identify any current and anticipated unmet housing needs and provide an outlook towards anticipated housing demands over the next 10 years. This should be a data driven study that identifies citywide and neighborhood focused housing priorities and provides policy alternatives and strategies to guide the City in decision making for addressing current and future housing needs.

Part II of the Study must be completed and presented to the City on or before **February 6, 2023**. The successful Respondent shall present the written Part II of the Study to the Commission at its Commission meeting on **February 21, 2023**. This date is subject to change in the discretion of the City.

Potential Additional Services. After Part I and Part II of the Study are completed, the City Commission may request additional consulting services from the Respondent to address a broader sociological study and analysis of the effects of housing issues on the community. A detailed scope of services will be provided to the Respondent if the Commission chooses to move forward with these additional services and the price for such services shall be based upon the hourly rates established in the Agreement.

EXHIBIT "A1"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

PRICING FORM

Failure to fully complete and sign this Pricing Form may result in rejection of the Proposal.

HOURLY RATES

Position	Hourly Rates
	\$
	\$
	\$
	\$
	\$

HOURLY RATE SPECIFIC TO EXPERT WITNESS SERVICES

Position	Hourly Rates
	\$
	\$

NOT TO EXCEED AMOUNTS

Study Parts	Not to Exceed Amount
Part I of the Study (not including expert witness testimony)	\$
Part II of the Study	\$

ABILITY TO MEET ESTABLISHED DEADLINES

Study Parts	Deadlines	Ability to Meet Deadline (Yes or No)
Part I of the Study	November 28, 2022	
Part II of the Study	February 6, 2023	

Name of Respondent: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

DRAFT

EXHIBIT "B"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

CITY CAMPAIGN CONTRIBUTION STATEMENT

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.
_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____
Signature

Print Name

Title: _____

Physical
Address: _____
Street

City

State

Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

State of Incorporation: _____

EXHIBIT "D"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

SIMILAR PROJECTS

List two (2) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project.

Completed Project #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

EXHIBIT "E"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

REFERENCES

List below, or on an attached sheet, list references per RFP requirements for providing towing services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

DRAFT

EXHIBIT "F"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: _____

Name: _____

Title: _____ Date: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

Notary Public Signature

EXHIBIT "H"

RFP# 23-200 Housing Emergency Study and Rent Control Ordinance Analysis

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____