



CITY OF WEST PALM BEACH
Procurement Division
City Hall – 401 Clematis Street
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564

Request for Proposal 10-11-122

MULTI-FAMILY RENTAL HOUSING

(New Construction or Rehabilitation)

The City of West Palm Beach is currently seeking to utilize a portion of its federal and local funds to provide assistance to organizations that construct or rehabilitate affordable multi-family rental housing in the City of West Palm Beach. The City anticipates \$400,000.00 in HOME Investment Partnerships Program funds to be available for multi-family construction projects that are ready to proceed immediately.

Time is of the essence and any proposal received after **2:00 p.m., Monday, May 9, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that Procurement Division personnel stamp their proposal by the deadline indicated.

Interested parties may obtain a copy of this proposal by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at <http://www.wpb.org/procurement>.

A Proposer shall submit **one (1) original, five (5) copies and one (1) electronic copy (MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice.

All proposals must be delivered or mailed to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS RFP # 10-11-122

BY: *Kari Hansen*
A. Kari Hansen, Purchasing Agent

PUBLISH: Palm Beach Post
April 17, 2011

TENTATIVE RFP SCHEDULE

Listed below are the tentative dates and times of the project and which the actions noted must be completed. If the Procurement Division finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

ACTION

COMPLETION DATE

RFP Issue Date	April 17, 2011
Final Questions Due	April 27, 2011
Proposals Due	May 9, 2011 at 2:00 p.m.
Initial Proposal Review	Week of May 9, 2011
Vendor Meeting/Interviews (If Necessary)	Starting Week of May 16, 2011
Selection of Proposers	Starting Week of May 30, 2011
Contract Negotiation	June 2011

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INSTRUCTIONS FOR SUBMITTALS

1. Preparing Proposal for Submission:

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

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Proposals shall be presented in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The proposer is asked to limit marketing materials and excess verbiage yet, sufficiently their qualifications, cost, and other information pertinent for evaluation.

Only one proposal may be submitted by each Proposer.

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

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

2. Proposal Formatting

A. Registration: Registration Form on page 16, or complete on-line during download of RFP.

B. Proposal: The Proposal must be divided into separate sections by tabs as follows.

Registration Form

Table of Contents

1. Proposal Cover Letter and Business Plan Summary
2. Proposer Information 1(A) and References 1(B)
3. Applicant and Development Team Form
4. Development Form
5. Financing Form
6. Representations and Disclosures
7. Small Business Participation Forms

C. Proposal Cover Letter

A proposal cover letter is required containing the corporate name (if applicable), name, principal address, telephone number, fax number, website and email address of Proposer and principal contact person. The cover letter shall be no more than one page.

This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

D. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 7 days of receipt of notice of intent to award.

E. Small Business Participation

For Small Business participation, describe the specific tasks that the identified Small Business (SB) will complete. Include all required forms included or referenced in this RFP. The Small Business forms are included as *Forms SB01, SB02 and SB03* listed under Attachment G. These forms are as follows:

- *Statement of Subcontractor Participation Form SB01*
List **all** your certified Small Businesses -- indicate dollar amounts and percentages in the appropriate columns. Only City and County certified Small Businesses can be used to meet the established goal. This form must be submitted with the Proposal.
- *Subcontractor's List Form SB02*
List the names and telephone numbers of Small Businesses that submitted a quote to you, whether you will use them on this project or not. Also, include here all Small Businesses listed in the *Statement of Small Business Participation*. This form must be submitted with the Proposal.
- *Letter of Intent Form SB03*
One form per each Small Business subcontractor must be executed and delivered to the City's Procurement Division **prior** to contract award and will be made a part of the contract.

If the Small Business Participation goal cannot be met, Proposers must document their efforts to comply and submit a *Good Faith Effort Form SB04*. Please contact Tiffany Neilly-McCray at 561-822-1277 for the form.

The Small Business Ordinance provides that compliance with the small business goals shall be material criterion for selection.

Proposers are encouraged to reference the Small Business Division's website at www.wpb.org/sbiz for a directory of all currently certified small **businesses**. If you are unsuccessful in obtaining sufficient participation from the City's directory, through reciprocity with Palm Beach County, County-certified small businesses may be utilized in meeting the goal. The Palm Beach County small business directory is found at www.pbcgov.com/osba.

Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

PROCUREMENT PROCESS

1. Registration

Each Proposer is requested to **register** with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration Form and fax or email to the Procurement Division on or before **5:00 p.m., Wednesday, April 27, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City. **If registering on-line, please verify that your information is correct prior to downloading this RFP, as that information on the Planholder's List is also used to send out addenda notifications via the email address you submitted for registration download.**

2. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Kari Hansen, Purchasing Agent, at the address or fax number below, or emailed to KHansen@wpb.org. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Proposers who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) business days prior to the closing date for submittal of Proposals, addressed to:

Kari Hansen, Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor / Procurement
West Palm Beach, FL 33401
E-Mail: khansen@wpb.org
Fax: (561) 822-1564

Contact regarding this RFP with the Mayor, any City Commissioner, officer or employee, other than the Procurement Division, is grounds for disqualification.

3. Submittal

Time is of the essence and any Proposals received after 3:00 p.m., EST, Monday, May 9, 2011, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

Introduction

The City of West Palm Beach Housing and Community Development Department (HCD) is currently seeking to utilize a portion of its federal and local funds to provide assistance to organizations that construct or rehabilitate affordable multifamily rental housing in the City of West Palm Beach. The City anticipates \$400,000 in HOME Investment Partnerships Program funds will be available for multi-family construction projects that are ready to proceed immediately.

The proposed developments shall provide long-term, affordable housing to low and very low income households. By submitting the attached application, the Applicant acknowledges their understanding of and agrees to adhere to all federal, state, and local requirements associated with these funds, including the HOME Investment Partnerships Program.

The HCD invites eligible non-profit and for-profit organizations to submit proposals for the acquisition, construction, and/or rehabilitation of multi-family rental housing.

Eligible Applicants

Eligible applicants include non-profit and for-profit organizations that have been operating in good standing with the State of Florida for a minimum of two (2) years. Any party on the Excluded Parties List System (<https://www.epls.gov/>) is considered ineligible for funding.

Eligible Activities

For purposes of this Request for Proposal (RFP), one (1) or more of the following eligible activities that result in the provision of multi-family rental housing is eligible:

1. Purchase and Construction/Rehabilitation; and
2. Redevelop Demolished or Vacant Properties.

The City will allow and pay for development fees that are fair and reasonable as part of the acquisition and construction/rehabilitation process.

Available Funds

HCD is seeking proposals from eligible entities to utilize approximately **\$400,000** in federal funding.

Service Area

All housing units must be located within the city limits of West Palm Beach.

Affordability Period and Loan Terms

AFFORDABILITY PERIODS

Activity	County Subsidy	Unit Must Remain Affordable For:
Rehabilitation or Acquisition of existing housing	Less than \$15,000/unit	5 years
	\$15,000-\$40,000/unit	10 years
	Greater than \$40,000	15 years
Rehabilitation with refinancing	Any amount	15 years
New Construction or Acquisition of New Housing	Any amount	20 years

The City of West Palm Beach will ensure long term affordability through the use of a Land Use Restriction Agreement (LURA) that will be recorded against the property. If an owner who has been assisted through this program transfers title to the property before the affordability period expires, the assistance provided by the City will be subject to recapture. The City will annually monitor the multi-family rental developments assisted with funds during the affordability period to ensure that the specified units are affordable, made available to income eligible tenants, and that the property(s) continue to meet minimum housing quality standards.

In addition, all properties receiving funding will be secured by a recorded mortgage on the property, in favor of the City. Permanent loans shall be for up to 40 years and are non-recourse debt secured by a mortgage and note. In general, construction loans shall not exceed 24 months (from issuance of the notice to proceed to certificate of occupancy).

If the loan is deferred payment, it will generally be non-amortizing. However, based on the financing requirements of a particular project, HCD may charge and accrue interest on deferred payment loans or amortizing loans. Repayment on deferred payment loans is made from available surplus cash, if any. In general, repayment will be required on an annual basis as a project is reviewed for regulatory compliance and it is determined through the project financial statements or audits that the project has produced surplus cash. This repayment will be based on a percent of the annual surplus cash (typically 25-50%) and will reduce the loan by the amount of accumulated payments resulting from surplus cash. Repayments will be applied first to accrued interest, if any.

Rent and Occupancy Requirements

The City shall distinguish between the units in a project that have been assisted with HOME funds and those that have not. A project may consist of units with various sizes, characteristics, and amenities, some of which may be City-assisted, while others are not. City-assisted units refers to the units within a project for which rent, occupancy and/or resale restrictions apply. The number of units designated as City-assisted will affect the maximum subsidies that may be provided to a project.

Every City-assisted rental unit is subject to rent limits designed to help make rents affordable to low-income households. These maximum rents are referred to as “Low-HOME rents.” HUD publishes the rent schedule each year based on changes in area income levels or market conditions. Low HOME Rents must have rents which are no greater than 30 percent of the annual income of a family whose income equals 50 percent of the median income. The current rent limits based upon this definition is provided below.

CURRENT LOW-HOME RENT LIMITS (as of 6/2010)

	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Max Rent	\$660	\$706	\$848	\$980	\$1,093	\$1,206	\$1,319

The maximum allowable rents must be reduced if the tenant pays for any utilities, with the exception of telephone. Utility allowances provide a mechanism for reducing the maximum allowable rents when some or all utilities are paid by the tenant. Information on utility allowances will be provided upon request.

For properties with both assisted and non-assisted units, there must be a designation of “fixed” or “floating” units. Fixed units are the specific units that are City-assisted that are designated at the time of project commitment. These units never change and are subject to rent limits and occupancy standards. Floating units are units that are City-assisted, but may change over time. The total number of City-assisted units remains constant over time, and all floating units are subject to rent limits and occupancy standards.

Income Eligibility Standards

All HOME funded rental units must be made available exclusively to individuals or families whose incomes do not exceed 50 percent of the area median income. Household income limit information is updated annually by HUD.

HOUSEHOLD INCOME LIMITS - 50% of Area Median Income (as of 3/2009)

	1 Person	2 People	3 People	4 People	5 People	6 People	7 People
50% AMI	\$25,700	\$29,400	\$33,050	\$36,700	\$39,650	\$42,600	\$45,550

Other Requirements:

Affirmative Marketing

Any entity applying for funds for development activities that will result in five (5) or more City assisted units must adopt an affirmative marketing plan including affirmative marketing procedures and requirements. Affirmative marketing requirements and procedures must include:

1. Methods for informing the public, owners and potential tenants about fair housing laws and the City of West Palm Beach's policies;
2. A description of what owners and/or the property managers will do to affirmatively market housing assisted with HOME Program funds;
3. A description of what owners and/or the property managers will do to inform persons not likely to apply for housing without special outreach;
4. Maintenance of records to document actions taken to affirmatively market HOME-assisted units and to assess marketing effectiveness; and
5. A description of how efforts will be assessed and what corrective actions will be taken when requirements are not met.

Minority and Women's Business Enterprises

The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the Applicant must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities. MBE reporting on contractor activity is required to be submitted to HCD quarterly.

Section 3

Section 3 of the Housing Development Act of 1968 will apply as amended (12 U.S.C. 1701U), relative to the hiring and training of low- and moderate-income persons and the use of local Section 3 certified businesses. The purpose of Section 3 is to ensure that the employment and other economic opportunities generated as a result of U.S. HUD assistance or by a U.S. HUD-assisted project covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of U.S. HUD housing assistance.

Labor Standards

Labor standards requirements apply to any construction, rehabilitation, alteration, or repair, including painting, flooring, and decoration, in an amount of \$2,000 or more, or eight (8) units or more, any part of which is federal money. These standards include:

- Paying workers the prevailing federal wages and fringe benefits effective at the time the job is contracted must be paid. (This information is provided by HUD through HCD).
- Paying workers weekly and submitting certified payrolls weekly in the prescribed format. The payrolls must include details of each worker's job classification, hours worked, and wages and

benefits paid. Certified payrolls must be reviewed as soon as they are received and compared to the appropriate federal wage decision. Any discrepancies must be resolved immediately.

- Workers must be interviewed on the job site regarding appropriate job classification and wages and benefits received. Employee interviews must be compared to the appropriate federal wage decision. Any discrepancies must be resolved immediately.
- Contractor and successful bidder must maintain all records for a minimum of five (5) years of the completion of the project.

Contractors and subcontractors must comply with Federal laws and regulations regarding labor standards and the HUD Handbook 1344.1 (Federal Labor Standard Compliance in Housing and Community Development Programs) as applicable to the project.

The prevailing wage provisions do not apply to volunteers who receive no compensation and are not otherwise employed at any time in the construction work. The provisions also do not apply to members of a family providing labor in exchange for acquisition of a property for homeownership or in lieu of, or as a supplement to, rent payments. For more information about labor standards, see 24 CFR 570.603. HCD will have a Davis Bacon Wage Consultant to assist in processing and reporting Davis Bacon activities.

Environmental Review

The environmental effects of each HOME funded activity must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58. This review is completed by the City of West Palm Beach's Housing and Community Development Department. **No activity may commence until the environmental review has been completed and the Finding of No Significant Impact has been received and approved by HUD.**

Flood Insurance

Under the Flood Disaster Protection Act of 1973 (U.S.C. 4001-4128), HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless flood insurance is obtained as a condition of approval or commitment. Flood insurance will be required to be maintained on the property for the term of the mortgage and note.

Accessibility

In addition to the Fair Housing Act, HUD has enforcement obligations under the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), which provide additional protections to persons with disabilities. Together, these federal laws require housing providers, state and local governments, and all recipients of federal financial assistance to ensure accessibility for persons with disabilities. Public facilities and buildings, as well as all projects receiving federal financial assistance, must be designed, constructed and altered to be fully accessible to people with mobility and sensory impairments.

The Fair Housing Act applies to both public and private housing. Under the Fair Housing Act, new multifamily buildings must be designed and constructed to have fully accessible common areas. These buildings must also incorporate basic adaptive features in ground floor and elevator-accessible dwelling units to allow for use by people with disabilities. In addition to these requirements, when housing is created using federal funding, at least five (5) percent of a project's dwellings must be fully accessible to people with mobility impairments, and an additional two (2) percent must be accessible to people with vision and hearing impairments.

Recipients of HUD funding include, but are not limited to, public housing authorities, CDBG entitlement entities, and private organizations receiving HUD grant monies. Recipients must ensure full compliance with these federal laws and must also ensure compliance by all sub-recipients to whom funds are distributed. The Uniform Federal Accessibility Standards, the ADA Accessibility Guidelines, and the Fair Housing Act Accessibility Guidelines set forth architectural specifications for features of accessible design, such as ramps, passable doorways, and Braille signage.

HUD encourages state and local governments to adopt local building codes that comply with the accessibility requirements of the Fair Housing Act. In this regard, HUD has recognized ten (10) "safe harbor" model building codes which fully comply with the Fair Housing Act's accessibility requirements. HUD provides free training and technical assistance on the Fair Housing Act's design and construction requirements through its Fair Housing Accessibility FIRST program. For more information, please visit www.fairhousingfirst.org. The Applicant must comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and assist the City with complying with the implementing regulations at 28 CFR part 35.

Lead-Based Paint

The utilization of HOME funds requires the City and its partners to ensure that their activities comply with the same lead regulatory requirements that apply to Community Block Grant Development programs. These requirements are in the Lead Disclosure Rule (24 CFR part 35, subpart A), and the Lead Safe Housing Rule's provisions for rehabilitation (subpart J), and for acquisition, leasing, support services, or operation (subpart K), and the accompanying procedural requirements in subparts B and R. For more information regarding compliance with the Lead rules, visit the OHHLHC's web site at: www.hud.gov/offices/lead/enforcement/regulations.cfm.

Uniform Relocation Act

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs (see Accessibility Section above) and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. The Applicant agrees to adhere to 49 CFR Part 24, the government-wide regulation that implements the URA, and HUD Handbook 1378, which provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects. For additional information visit the HUD website at: <http://www.hud.gov/offices/cpd/library/relocation/nsp/index.cfm>.

Conflict of Interest Provisions

Applicants must guarantee that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. Additionally, the Applicant must agree that no members of the governing body of the locality in which the Project Sponsor is situated, no other public official of such locality or localities, and no person, unless expressly permitted by HUD, who is an employee, agent, consultant, officer, or elected or appointed official of the Applicant, and who exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The Applicant must agree that the codes of conduct provisions in 24 CFR § 84.42 shall apply to the procurement of supplies, equipment, construction and services. In all cases not governed by 24 CFR 84.42, the provisions of 24 CFR 92.356 shall apply. Such cases include the acquisition and disposition

of real property and the provision of assistance by the Applicant assistants of the Applicant to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 92).

The Applicant must represent that it has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.

Without receiving prior written authorization by the City, the Applicant shall not (i) retain any individual or company with whom the Applicant or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Applicant or any individual member has a financial or other interest therein.

The Applicant warrants to the City that no gifts or gratuities have been or will be given to any City employee or agent, either directly or indirectly, to obtain this Award.

Rehabilitation Standards

All housing that requires rehabilitation must meet local building codes including but not limited to, the Standard Southern Building Code (SBCCI), and ordinances pertaining to providing housing that is decent, safe, sanitary, and fit for habitation.

Contract Procedures for Successful Bidders

Mandatory training is held for successful bidders following a Notice of Award to provide information that will enable them to carry out their contractual responsibilities. Information is given on the proper completion of financial reports and the proper documentation required for reimbursements.

The HCD will monitor all successful bidders to ensure program compliance. Monitoring is an ongoing process that assesses the quality of program performance over the duration of the contract. Monitoring provides information for making informed judgment about program effectiveness and management efficiency, as well as identifies internal weaknesses that may contribute to fraud or abuse. The procedures established are to ensure program compliance with the requirements of the City and other applicable laws and regulations.

- **Desk Monitoring:** Desk monitoring is the review of pertinent program/project documents submitted by the successful bidder. Staff uses the contract agreement and its amendments as a basis for conducting the desk monitoring of specific projects. Quarterly reports and reimbursement requests forms submitted by the successful bidder is the primary information used by the staff for desk monitoring. Desk monitoring also includes a self-monitoring component where an audit of the department files is conducted through a data collection tracking system to ensure complete and accurate documentation is being maintained.
- **Internal & Onsite Monitoring:** Internal and onsite monitoring may include, but is not limited to: 1.) Review of program and financial records, 2.) Project files to verify supporting documentation is available and maintained, and 3.) Internal policies and procedures as applicable to the program. Onsite reviews will be conducted annually to assess capabilities of the successful bidder and its staff in implementing projects in accordance to the terms of the contract agreement.
- **Quarterly Reports:** Quarterly reporting is a requirement of the contract agreement. The information contained in the quarterly reports permits City staff to monitor program and financial performance of the successful bidder and allows early identification of potential compliance

problems. The quarterly reports are required to be submitted regardless of the level of activity or expenditure.

Application Process

The HCD invites organizations with eligible projects to submit proposals. The City is seeking proposals from organizations that can demonstrate the capability of addressing the priority needs of the Consolidated Plan and the HOME Action Plan.

RFP TIMELINE

May 9, 2011	Deadline for Proposals (2:00 p.m.)
May 2011	Applicant interviews
May - June 2011	Review Committee makes recommendations to Director of the Affordable Housing Department
June 2011	Conduct contract negotiations with successful Applicants.

DEADLINE

Proposals are due no later than **2:00PM, E.S.T., Monday, May 9, 2011** and must be date stamped by the Procurement Division for official time received. Proposals are to be submitted at:

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

Proposals submitted by fax or email will not be accepted.

RFP REVIEW PROCESS

All responses to this RFP will be reviewed by a Review Committee. The Committee will perform a preliminary review of all proposals, with a follow-up interview of each applicant. At the interview, applicants will be required to make a 3 to 5 minute presentation on the merits of their project. The presentation will be followed by a question and answer session conducted by the Review Committee. These presentations will be open to attendance by the public and other applicants.

It is the responsibility of the Review Committee to ensure that each proposal contains all the information and documents required to verify that the proposal is appropriate for funding. This committee evaluates the content of the proposals and determines:

- Whether the proposed project appropriately addresses the identified needs;
- Whether the proposed project complies with existing state and county laws, ordinances, regulations and policies;
- Whether, if funded, implementation of the proposal would be delayed by the application for and processing of required discretionary land use permits;
- Feasibility of timely implementation of the project; and
- Whether cost estimates appear to be accurate.

Additionally, committee members may visit the proposal sites, which may impact the final funding recommendation.

If a proposal is determined to be ineligible, the Applicant is informed and the proposal is withdrawn from consideration. In cases where there is uncertainty as to the proposal's eligibility, the City's HUD CPD representative will be consulted for a final decision.

The Review Committee will evaluate proposals based on information provided in the original submission, but have the option of requesting additional information for clarification purposes.

AWARD RECOMMENDATIONS

The Review Committee will make funding recommendations to the Director of the Housing and Community Development Department. The number of awards will be determined by the number of qualifying Applicants and the amounts requested by each. Award amounts may not be equal to the full amount requested in the proposal.

The Director of the Housing and Community Development Department will confirm or revise the recommendations and will subsequently make tentative commitments.

The maximum loan to value ratio shall be 90%, except for projects owned or sponsored by a non-profit or limited equity cooperative for which the maximum LTV shall be 95%. Non-amortizing or deferred payment loans may be excluded from the LTV calculation.

The number of awards will be determined by the number of qualifying Applicants and the amounts requested by each. Award amounts will not necessarily be equal to the full amount requested in the proposal.

If the City has committed funds to a project that can no longer proceed (i.e. other required funding is no longer available, site is not feasible due to environmental issues, etc.), the City reserves the right to redistribute funds to the next highest ranked Applicant. At the City's discretion, the funding commitment may be increased based on funding availability and need.

DISCLAIMER

The City reserves the right to: 1) accept or reject any or all proposals received; 2) waive any non-substantive deficiency or irregularity; 3) negotiate with any qualified Applicant; 4) award a contract in what it believes to be the best interest of the City; 5) cancel this request, in part or its entirety, if it is deemed to be in the best interest of the City; 6) reject the Proposal of any Applicant who has previously failed to perform properly; 7) reject the Proposal of any Applicant who has failed to complete a contract within the specified timeframe; 8) reject the Proposal of any Applicant that is not in a position to fulfill a resulting contractual obligation. This RFP does not commit the City to award any contract, pay any pre-award expenses, or pay any costs incurred in the preparation of a Proposal.

APPEAL PROCESS

In the event a Applicant (1) did not submit a complete proposal and will not be considered for funding, (2) is ineligible to receive funding for their proposal, or (3) was not recommended for funding by the Review Committee, the HCD will notify the Applicant in writing. This notice will be sent via certified mail with the return receipt requested.

If the Applicant wishes to object, it must do so not later than five (5) working days from the date the letter was sent by sending a letter to the Director of the Housing and Community Development Department that includes all pertinent documents and information necessary to support the Applicant's position.

If the HCD receives an objection within the five (5) working day period, the appropriate staff will review the objection and provide a recommendation to the Director of the Housing and Community Development Department.

If the Director of the Housing and Community Development Department concurs with the Applicant, the Applicant will be notified, and the process will be concluded.

If the Director of the Housing and Community Development Department does not concur with the Applicant, the Applicant will be notified in writing of the decision and that it may appeal to the Deputy City Administrator. This notice will be sent via certified mail with the return receipt requested.

If the Applicant wishes to appeal to the Deputy City Administrator, it must do so not later than five (5) working days from the date the letter was sent by sending a letter to the Director of the Housing and Community Development Department, requesting that the appeal be forwarded to the Deputy City Administrator.

If the Department receives the appeal within the five (5) working day period, the appropriate staff will review the appeal and the Director of the Housing and Community Development Department will provide information for review by the Deputy City Administrator.

If the Deputy City Administrator concurs with the Applicant, the Applicant will be notified, and the appeal process will be concluded.

If the Deputy City Administrator does not concur with the Applicant, the Applicant will be notified in writing of the City's intent to proceed. The Deputy City Administrator's response will constitute the Applicant's final administrative action with regard to its appeal.

If a Applicant fails to object or respond at any point in the process, that Applicant waives its rights to appeal. Objections or responses received after the five (5) day time period will not be considered.

The Director of the Housing and Community Development Department has the authority to determine whether or not a recommendation will be deferred pending the outcome of a protest.

Prior to responding to the RFP, each qualified organization is urged to review the RFP and read the instructions carefully. Before submitting the proposal, check all calculations and review the package for completion of all forms and sections. Inaccuracies, omissions and use of RFP forms from previous competitions will be grounds for rejection.

REGISTRATION FORM
RFP 10-11-122
Multi-Family Rental Housing

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST April 27, 2011, in order to receive any addenda(s) issued for this RFP.** It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

IN ORDER TO RECEIVE ANY AND ALL ADDENDAS ELECTRONICALLY, PLEASE MAKE SURE TO CHECK THE ACCURACY OF YOUR EMAIL ADDRESS WHEN YOU REGISTER ON THE WEBSITE TO DOWNLOAD THIS BID DOCUMENT. ANY ADDITIONAL PUBLISHED INFORMATION BY THE CITY RELATING TO THIS BID DOCUMENT WILL AUTOMATICALLY BE EMAILED TO THE EMAIL ADDRESS LISTED ON THE "PLANHOLDER'S LIST" FOR THIS BID.

PROPOSER INFORMATION - ATTACHMENT 1(A)
RFP 10-11-122
Multi-Family Rental Housing

Company Name: _____ FEIN: _____ - _____

State of Incorporation: Attach copy of Letter of Incorporation and/or evidence of authorization to do business in Florida

Address: _____
Street

City

State

Zip Code

Telephone: _____ Fax: _____

Principal Contact Person & Title: _____

Contact Telephone Number: _____ Fax: _____

E-Mail Address: _____

Number of Years Company in Business: _____ years. Total Number of Employees: _____

Office Location which would service account:

Address: _____
Street

City

State

Zip Code

Contact Name: _____
Print name and Title

Cell Phone: _____ Fax: _____

E-Mail Address: _____ Tel: _____

Total Number of Employees at this location: _____

**ATTACHMENT 1(B)
PROPOSER REFERENCES**

Provide information sufficient to evidence Proposer meets the minimum experience and past performance requirements. Demonstrate work experience in related fields as identified in the scope of work for a minimum of three (3) years from the due date of this RFP. Letters of Commendations or Recommendation may also be included in this section.

PROPOSER: _____

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

ATTACHMENT 2 BUSINESS PLAN SUMMARY

The following represents a draft outline of the Business Plan Summary to be used in the preparation of your Business Plan as for this RFP.

1. Table of Contents

2. Executive Summary of the Business (no more than 2 pages)

- 2.1 Provide a summary of the business.
- 2.2 Provide a summary of the Products/Services offered.
- 2.3 Describe how, when, and why the business was created.
- 2.4 Provide the Mission Statement of the business.
- 2.5 Provide a summary of the industry and your position within the industry.
- 2.6 Provide a brief summary of key staff and Executive Director.
- 2.7 The request: Describe the purpose of the project and accomplishments expected once completed.

3. Services/Projects

- 3.1 Provide details of the services offered.
- 3.2 Provide details of the recipients of the services.
- 3.3 Describe reason for the request of monies for capital construction.
- 3.4 Detail what will be gained as a result of the capital construction.

4. Management, Organization, Ownership

- 4.1 Describe and show the organizational structure and ownership of the business, current and future.
- 4.2 Provide the information on who has the authority to execute documents for the Board of Directors.
- 4.3 Provide bio's for your key staff and Executive Director as it relates to the business's mission.

5. Financial

- 5.1 Provide audited historical financial statements for the most current 3 fiscal years for the developer and general partner.
- 5.2 Provide a financial cost/benefit analysis of the project for which the capital funds are to be used.
- 5.3 Provide the performance measures to be used for the new project.

6. Timeline

- 6.1 Provide a timeline for the development of the proposed project.**

7. Appendixes

ATTACHMENT 3 APPLICANT AND DEVELOPMENT TEAM FORM

A. APPLICANT

APPLICANT NAME AND ADDRESS

Name:		
Address:		
City:	State:	Zip:
Federal Employer Identification Number*:		

CONTACT INFORMATION

Name:	Title:
Phone:	Fax:
E-Mail:	
Relationship to Applicant:	

1. Is applicant a legally formed entity qualified to do business in the State of Florida as of the application deadline?

Yes No

2. Is the applicant a limited partnership or a limited liability company?

Yes No

3. Is the applicant a public housing authority created by Section 421.04 Florida Statutes?

Yes No

4. Is applicant applying as or in partnership with a non-profit entity?

Yes No

If "YES", the Applicant must respond to (a) and (b) below. If "NO", skip (a) and (b) below.

(a) Is the Applicant or one of its general partners a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes No

(b) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes No

If "YES", state the percentage owned in the general partnership or managing member interest: _____ %

(ii) Percentage of Developer's fee that will go to the Non-Profit entity: _____ %

(iii) Provide the description / explanation of the role of the Non-Profit entity below.

(iv) Provide the names and addresses of the members of the governing board of the Non-Profit entity below.

(v) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(b), Internal Revenue Code?

Yes No

If "YES", state the name of the for-profit entity: _____

B. DEVELOPMENT TEAM

DEVELOPER OR PRINCIPAL OF DEVELOPER

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the Developer, including a chart of prior developments:		

MANAGEMENT AGENT OR PRINCIPAL OF MANAGEMENT AGENT

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the Management Agent, including a chart of prior developments:		

GENERAL CONTRACTOR

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the General Contractor, including a chart of prior developments:		

Does the General Contractor have experience with Davis Bacon Requirements and agree to provide information and documentation as required?

Yes No

ARCHITECT OR ENGINEER

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the Architect or Engineer, including a chart of prior developments:		

RENTAL MANAGEMENT ENTITY (if applicable)

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of rental management experience:		
Total number of projects currently under management:	Total Units:	

ATTORNEY AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the Attorney, including a chart of prior developments:		

ACCOUNTANT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Provide a summary of experience for the Accountant, including a chart of prior developments:		

**ATTACHMENT 4
DEVELOPMENT FORM**

A. GENERAL DEVELOPMENT INFORMATION

Development Name:		
Address of Development Site:		
City:	State:	Zip:

1. If property is to be acquired, please answer the following questions, otherwise, skip to Question 2.

- (a) Will the Applicant be acquiring the building(s) from a related party?
 Yes No
- (b) Name of the current owner: _____
- (c) Relationship to Applicant: _____
- (d) Date Development originally placed in service: _____
- (e) Date and cost of last rehabilitation, if applicable: _____
- (f) Describe acquisition facts and circumstances relative to Section 42(d), IRS ("10-year rule"):

- (g) Is a waiver of the 10-year rule being sought by the Applicant? Yes No
Explain why or why not:

- 2. Will Federal/State Historic Tax Credits be used for this project? Yes No
 - (a) Estimated total credit amount: \$ _____
 - (b) Estimated equity raised for project: \$ _____
 - (c) Is this building(s) currently on the historic register? Yes No

3. Select the appropriate development category below:

- New Construction (where 50% or more of the units are new construction)
- Acquisition and New Construction (Acquisition plus 50% or more of the units new construction)
- Rehabilitation/Substantial Rehabilitation (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation/Substantial Rehabilitation

4. Development Type

- | | | |
|---|--|--|
| <input type="checkbox"/> Garden Apartments | <input type="checkbox"/> Duplexes/Quadraplexes | <input type="checkbox"/> Townhouses |
| <input type="checkbox"/> Mid-Rise with Elevator | <input type="checkbox"/> High Rise (7+ stories) | <input type="checkbox"/> Single Family |
| <input type="checkbox"/> Single Room Occupancy | <input type="checkbox"/> Other (please specify): _____ | |

5. Total number of buildings with dwelling units? _____

6. Total number of units? _____

7. Provide a brief description of the Development below.

8. Outline the total unit mix by bedroom size and number of baths:

# of Bedrooms per Unit	# of Baths per Unit	# of Units per Bedroom Type

9. Outline the number of proposed units funded by County funds:

Rent Level (Low/High/Market)	# of Bedrooms per Unit	# of Baths per Unit	# of Units / Bedroom Type

10. Development Status

(a) Has Rehabilitation or New Construction work commenced? Yes No

(1) If "YES", and Application is for New Construction, when were the building permits issued?

(2) If "YES", and Application is for Rehabilitation, were building permits required?

Yes Date permits issued: _____
 No Date work commenced: _____

(b) Is the Development complete? Yes No

(1) If "YES", when were Certificates of Occupancy issued?

(2) If "NO", what is the anticipated placed-in-service date?

(c) Are any of the Units occupied? Yes No

**ATTACHMENT 5
FINANCING FORM**

Funding:

1. Identify the specific funding being requested from the City:

	HOME	\$	
	OTHER	\$	
	TOTAL	\$	

2. What is the cost per square foot for construction? \$ _____

3. What is the cost per unit for construction? \$ _____

4. What is the total cost for the Development? \$ _____

5. What is the total developer fee that is being requested? Please also provide it as a percentage of overall development costs.
\$ _____ %

6. Are the development fees going to be deferred?
 Yes No

If "Yes" – how much: _____

Outline the layers of other financial commitments which exist currently are proposed in order to complete the financial package for this project.

Funding Source	Amount	Term	Status

**ATTACHMENT 6
REPRESENTATIONS
AND DISCLOSURE**

RFP No.: _____

STATE OF _____ }

} SS:

COUNTY OF _____ }

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

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer’s Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer’s principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer’s other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

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

by _____ (name) as _____ (title) of

_____ (Proposer firm), and who is personally known to me

or produced _____

as identification.

Notary Public

Notary Stamp:

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

**ATTACHMENT 7
STANDARD FORMS FOR
SMALL BUSINESS PARTICIPATION
FORMS SB01-SB03**



Procurement Division/Small Business Program
401 Clematis St., 5th Floor, West Palm Beach, FL 33401
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

**Attachment 7
Form SB01**

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's
Name: _____
Preparer's
Name: _____ Title _____
ITB or RFP
Title: _____ Project Number: _____
ITB or RFP Number: _____ SBGoal(if established): _____ %
Total Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below has agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be Performed	Dollar Value	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	% _____
2. _____	_____	\$ _____	% _____
3. _____	_____	\$ _____	% _____
4. _____	_____	\$ _____	% _____
5. _____	_____	\$ _____	% _____
6. _____	_____	\$ _____	% _____
TOTAL		\$ _____	% _____

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program
401 Clematis St., 5th Floor, West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564
Website: www.wpb.org/sbiz

**Attachment 7
Form SB02**

Subcontractors Listing

Bidder/Proposer's
Name: _____ Telephone No. _____
ITB or RFP _____ ITB or RFP
Title: _____ No.: _____

NOTE: List all subcontractors you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program
401 Clematis St., 5th Floor, West Palm Beach, FL 33401
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

**Attachment 7
Form SB03**

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified Small Business selected.

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: _____

ITB or RFP Number: _____

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

GENERAL TERMS AND CONDITIONS

1. Lobbying Prohibited

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

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

2. Ethics Requirements.

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

3. Small Business Program

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

4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

5. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

6. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

7. Rights and Privileges; No Assignment

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

8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

9. City as Gatekeeper of Documents

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

10. Right to Contract for similar/additional services.

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

11. Ownership of Documents

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

12. Proposal

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

13. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

14. Disclosures and Disclaimers

This Request for Proposals ("RFP") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City 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 City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer 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 Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor 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 City 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 City 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 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.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City 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.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

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

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

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and

must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right /to make any final determination of the applicability of the Public Records Law.

15. Florida Prompt Payment Act

1. Proper Invoice

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

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

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

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

7. Dispute Resolution

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