



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 10-11-124

EXPENSE REDUCTION ANALYSIS

The City of West Palm Beach is soliciting experienced firms that specialize in expense reduction analysis and cost management services.

Time is of the essence and any proposal received after **3:00 p.m., Monday, May 16, 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 Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Request for Proposal (RFP) number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel 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 (on CD-ROM, in 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 10-11-124, Expense Reduction Analysis

BY: _____
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
May 3, 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.

<u>ACTION</u>	<u>COMPLETION DATE</u>
RFP Issue Date	May 3, 2011
Final Questions/Registration Due	May 6, 2011
Proposals Due	May 16, 2011 at 3:00 p.m.
Initial Proposal Review	Week of May 16, 2011
Vendor Meeting/Interviews (If Necessary)	Week of May 30, 2011
Selection of Proposers	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 previously submitted on Attachment A, as provided in this RFP.

B. Proposal: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted: Proposal Cover Letter

1. Administrative Section/ Resumes, Attachment B
2. Experience and Past Performance, Attachment B
3. Narrative of Approach
4. Fee Schedule, Attachment D
5. Alternate Proposal, Attachment E
6. Representations and Disclosures, Attachment F
7. Small Business Participation Forms, Attachment G

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

This checklist is not to be construed as identifying all required submittals for this RFP and the project/study. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

1. 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.

2. Administrative Section / Resumes

Include **Proposer's Information Page (See Attachment B)** in this section. Indicate the State in which Proposer's firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.

State the total number of persons employed by the company; and, the total number of persons presently employed at the office location identified on which will service the account.

Provide resumes of key staff to be assigned, the Project Manager and/or On-Site Supervisor, length of employment with company, position/title, experience and training. Resumes should include relevant background, qualifications and experience conducting similar services.

3. Experience and Past Performance

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.

Include **Attachment C, References**. Provide three (3) references from clients similar in size and scope to services specified herein, for work performed within the last three (3) years. These references must include, at a minimum: name of company, contact person, address, telephone and facsimile numbers, size of the building in square feet, scope of work, number of staff assigned, number of months providing services and annual value of the contract. A reference person must be someone who has personal knowledge of the proposer's performance. The reference person must have been informed that they are being used as a reference and that the City may check references.

Letters of Commendations or Recommendation may also be included in this section.

5. Fee Schedule

Complete and return the attached **Fee Schedule, Attachment D**, which shall be based on required services stated on the Scopes of Work.

6. Alternate Proposal

The proposer may provide an **Alternate Proposal - Attachment E**.

The alternate proposal may consist of how to provide services on an as needed basis.

7. Representations and Disclosures

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project or study.

By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit **Attachment F**.

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

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

2. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
3. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.
4. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
5. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
6. No Contingency. 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.
7. Truth in Negotiation. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract 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. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-Contractors or sub-contractors.

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

8. 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.

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

1: INTRODUCTION

The City of West Palm Beach (City) operates with a strong mayor form of government with a population exceeding 100,000. There are fourteen departments reporting to the Mayor through the City Administrator with multiple divisions in each department. The Departments are Finance, City Attorney, Housing & Community Development (HCD), Police, Fire, Planning, Construction Services, Park & Recreation, Library, Support Services, Human Resources, Public Utilities, Public Works, and Engineering Services.

2: PURPOSE

The City wishes to obtain expense reduction analysis. We are requesting proposals to assist in identifying and implementing a successful program that will review expenditures and suggest improvements that offer cost savings initiatives. The City is a full service municipality and has expenses relating to utilities, public safety, technology, solid waste, fleet, office supplies, etc. Consultant must be independent of suppliers and follow City's procurement guidelines. More than one consultant may be selected by the City depending on consultants experience and area of expertise.

Key elements of the consultant program should include an

- a. Assessment of current expenditures incurred by the City
- b. Proposal of specific areas to review
- c. Methodology of review and data collection
- d. Audit and finding of potential changes for savings
- e. Implementation of findings

3: SCOPE OF WORK

1. Assessment

The consultant will be provided a line item budget and the opportunity to interview the City Administrator, Department Directors, and selected staff in order to prepare a detailed assessment and generate the roadmap with prioritized expenditures.

2. Proposal

The consultant will propose which expenditures should be reviewed and will meet with the City Administrator and/or Finance Director to prioritize the selection.

3. Audit

The consultant will provide the City with a schedule of procedures, information to be provided by the City, and a timeline for completion.

4. Implementation

In conjunction with the purchase order, the consultant will oversee the implementation of any changes in purchases and/or vendors to ensure savings.

5. The fees to be paid the firm will be based on implementation and not recommendations.

4. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions, and specifications desired by the City to receive proposals for expense reduction analysis. It is the intent of the City to select one or more firms to supply the services necessary. Nothing in this RFP is intended to restrict the City in any way in the selection of the proposals that best meet the needs of the City.

The City reserves the right to reject any or all proposals and to negotiate changes in proposals or best and final offers.

Proposers must exhibit considerable relevant experience with any or all of the respective types of work and should emphasize municipal experience and capability of the particular personnel who will actually perform the work.

5. QUALIFICATION REQUIREMENT

Proposer must be qualified as to its capabilities to execute and complete the applicable types of work. The qualifications can consist of actual work experience, certifications, professional staff and their credentials. Additionally, references for similar or like projects related specifically to expense reduction and cost management and containment services.

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 **Attachment A** and fax or email to the Procurement Division on or before **5:00 p.m., Friday, May 6, 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 List is also used to send out addenda notifications.

City of West Palm Beach Procurement Division
Fax: 561-822-1564

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 16, 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.

3. Evaluation

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal(s) meeting all the needs of the City and make a recommendation for contract award(s). The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

- a. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.
- b. At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. The Selection Committee may address questions to and request clarification from the proposers in attendance. Proposers in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

1. PURPOSE

The City of West Palm Beach is soliciting request for proposals from experienced and qualified firms (Respondent) to perform expense reduction analysis.

2. MINIMUM QUALIFICATIONS

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

Item	Criteria	Minimum Requirements
1.	Experience	Five years of experience with at least three similar completed assignments. The staff assigned to review a specific expense must have completed at least three (3) similar projects.
2.	Past Performance	Must have experience in Florida.
3.	Capacity	Must include specific work examples with actual savings to client.
4.	Representation and Disclosures	Respondent can provide all required representations and disclosures.
5.	Signature	Proposal is signed by an officer authorized to bind the firm.
6.	Timely Receipt	Proposal received in the Procurement Division on or before the due date and time.

3. EVALUATION FACTORS

An Advisory Committee may be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

1.	Responsiveness of the proposal related to the scope of work.
2.	Experience and qualifications of the business and individual members of the business in accomplishing similar services.
3.	Ability, capacity, and skill of the respondent to perform the services on a timely basis. Assignments should include types of expenditures reviewed and saving results.
4.	The sufficiency of financial resources and ability of business to perform the contract. Firm must be independent of suppliers and must state that the firm's income is derived from clients only. No income, rebates, or incentives can be derived from firms.
5.	Fee Schedule.
6.	Responses of the client references.
7.	The degree of participation by qualified small businesses within the firm and/or subcontracts.
8.	Such other information as may be required or secured.

4. Alternate Approach (If Applicable)

The City will give consideration to alternate approaches proposed that will bring expertise and savings to the City. To be considered, the proposer shall submit an Alternate Approach and/or Services under Attachment E along with a narrative of the proposed approach its success in other areas and any details that would help to explain its profitability.

5. Contract

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer.

Within 7 days of receipt of the City's contract, the selected Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

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

In the event the City does not opt to renew the Contract as stated above; or the City and Contractor(s) are unable to reconfirm or renegotiate unit rates for another year, the City shall have the option of extending this Contract at the current rates, one month at a time, not to exceed six months total.

The City may issue written addenda regarding this RFP to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Proposer to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Proposer.

6. 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.

7. Small Business Participation

A goal for SB participation under this RFP has been set **in the minimum amount of 15%** of the total contract value.

8. Records

The proposer(s) awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Proposer's responsibility to insure that all required records are provided to the City at the Proposer's expense.

9. Protection of Property

The successful contractor(s) shall guard against damage or loss to the property of the City or of other contractors or sub-contractors and, shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement, or replacement for loss or damage to property through negligence of the successful contractor(s) or their agents. The contractor(s) shall be responsible to safeguard all of their property such as tools and equipment while on site. The City will not be held responsible for any loss of contractor property due to theft or vandalism.

10. Damage to Persons or Property

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor(s), and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

11. Safety

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract.

12. Protest Procedures

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is

considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

13. Representations by Submittal of Proposals

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

- a. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated 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 Proposer 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 Proposer.
- d. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- e. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months
- f. Following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.
- g. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

1. ADDITIONAL REQUIREMENTS

1.1 General Schedule

Firm hours will be set upon mutual agreement between parties. The City reserves the right to maintain flexibility in the schedule for all facilities should anticipated shift or hours becomes unworkable due to unforeseen circumstances. The City reserves the right to add, delete and amend services and locations as necessary throughout the term of the contract.

The City is closed for eleven holidays and no service is required for most of these days. The following days shall be holidays for purposes of this contract: January first; third Monday in January; third Monday in February; last Monday in May; either the Friday before or Monday after the Fourth of July; first Monday in September; second Monday in October; November eleventh; fourth Thursday in November; Friday following Thanksgiving; December twenty-sixth.

In the event of a disaster, the proposer shall insure the safety and well being of all employees by ceasing performance. A disaster shall be defined as a public emergency, hurricane, flood or Act of God as mandated by the Mayor, State or Federal Government.

1.2 Standards Of Performance

Proposer(s) employees shall be equipped with the necessary equipment and supplies to carry out the proper performance required under project scope of work.

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.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the Proposers selected on an hourly or task order basis, and the successful proposers will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful proposers shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The Firm agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times.

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

2. TERM OF CONTRACT

The initial contract term shall commence upon final execution of the agreement and shall be for a minimum one (1) year period. The City reserves the right to extend the contract for two (2) additional one (1) year term(s) providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. Renewal will be based on performance. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

Renewal(s) will be the obligations of the City under this Agreement and are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of West Palm Beach. The City need not include a funding out clause in the contract to avail itself of such legal right.

3. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this Request for Proposals will be made to any offeror orally, except by written addendum.

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

Kari Hansen, Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
(561) 822-2106
Fax: (561) 822-1564
E-Mail: KHansen@wpb.org

All questions will be answered via addenda in a questions and answer format.

4. PRIME PROPOSERS RESPONSIBILITIES

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

The successful proposers will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected proposers to be the sole point of contact with regard to contractual matters.

5. CONTRACT

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer. (notice of intent to negotiate)

Within 7 days of receipt of notice of intent to award a contract, a Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

In the event the City desires Proposer's services beyond the design criteria phase, the parties shall execute an amendment to the Contract, for the additional phases of service. Such amendment shall contain the terms and conditions of City's standard contract for professional services. A copy of this form is available upon request.

6. TERMINATION

The Agreement may be terminated by the City at any time, with or without cause. In the event the Agreement is terminated as provided herein, the firm shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

7. INSURANCE REQUIREMENTS

The awarded Proposer(s) shall obtain and maintain in force at all times during the term of the Agreement derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- A. LIABILITY INSURANCE: Firm to supply the City of West Palm Beach and the City with certificates of insurance evidencing liability coverage as follows:

1. Professional Liability – Minimum \$1,000,000.00 limit.
2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
3. Automobile Liability – Minimum \$1,000,000.00 limit.

The City of West Palm Beach and the City are to be named as "Additional Insured" with respect to General Liability.

- B. **WORKER'S COMPENSATION INSURANCE:** The firm shall furnish the City with certificates showing that all its employees connected with the management operations are protected under workers compensation insurance with statutory limits including employers' liability coverage.

During the life of the Agreement, the successful proposers shall procure and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed. It shall be the responsibility of the successful proposers to ensure that all subcontractors comply with all of the insurance requirements.

8. AWARD

Contract award shall be made the responsible Proposer whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The recommendation and ranking by the Selection Committee shall be approved by the Procurement Official. The Procurement Official may:

- a) Approve the recommendation of the Selection Committee and proceed with the award;
- b) Reject the recommendation of the Selection Committee and instruct the Selection Committee to re-evaluate and make further recommendations;
- c) Reject all proposals in reissue the RFP;
- d) The City also reserves the right:
 - to award multiple contracts among those submitting a proposal;
 - to issue or not reissue a subsequent Requests for Proposals;
 - not to select a candidate from those submitting a proposal;
 - not to negotiate a contract for any part of the work; and
 - to approve, disapprove, or cancel any or all work to be undertaken.
- e) In this RFP Process, the award decision will be made by the City and the City's decision shall be final.

Formal presentation by the proposers may be made before the City staff. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. Agreement negotiation will take place with the City staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the City may, at its sole option, withdraw this RFP. All decisions of the City are final.

9. NEGOTIATIONS

The Selection Committee, Procurement Official or selected qualified staff will conduct negotiations with the first ranked firm as determined by the Selection Committee. Negotiations are held to promote understanding of the City's requirements and facilitate arriving at a contract that will be most advantageous to the City taking into consideration price and the other factors set forth in the RFP.

If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations may then be started with the first alternate proposer.

10. ADDENDA REGISTRATION

Each Proposer is requested to **register** with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration form attached as **Attachment A**, and fax or mail to the Procurement Official at the address noted below on or before **5:00 p.m., Friday, May 6, 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 List is also used to send out addenda notifications.

Kari Hansen, Purchasing Agent
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office: 561-822-2106
Fax: 561-822-1564

11. CONTRACT AGREEMENT/COMPENSATION

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

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

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

12. TERMINATION

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

13. PRIOR OR PENDING LITIGATION

The Proposer shall disclose in their submittal, including proposed sub firms, the following:

Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub firms is or has been involved within the last three (3) years.

14. JOINT VENTURES AND PARTNERSHIPS

Joint Ventures and partnerships shall not be accepted by the City as either prime vendors or sub vendors for purposes of contract award under this RFP.

END OF RFP

ATTACHMENTS A – D

- A. REGISTRATION FORM**
- B. PROPSERS' INFORMATION**
- C. PROPSERS' REFERENCES**
- D. FEE PER SALE**
- E. REPRESENTATION AND DISCLOSURE**
- F. SMALL BUSINESS FORMS**

ATTACHMENT A
ADDENDA REGISTRATION FORM
RFP 10-11-121 Expense Reduction Analysis

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST May 6, 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

**ATTACHMENT B
PROPOSER INFORMATION**

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 C
PROPOSER REFERENCES**

PROPOSER: _____

List references for similar Expense Reduction Analysis Services provided within the last three (3) years:

(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 E
REPRESENTATIONS
AND DISCLOSURE**

RFP No: _____

STATE OF _____ }
COUNTY OF _____ } SS:

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 F
STANDARD FORMS FOR
SMALL BUSINESS PARTICIPATION
FORMS SB01-SB03**



Attachment F
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: _____ SB Goal established: _____ (if _____ %)
 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 F
 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: _____



**Attachment F
 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: _____