



CITY OF WEST PALM BEACH
Procurement Division
City Hall – 401 Clematis Street
West Palm Beach, FL 33401
Tel: 561-822-2100
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Request for Proposal 10-11-126

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

The City of West Palm Beach Housing and Community Development (HCD) Department is requesting proposals from qualified persons or firms for the preparation of an Analysis of Impediments to Fair Housing Choice.

Time is of the essence and any proposal received after **3:00 p.m., May 31, 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 web site at www.wpb.org/procurement.

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 # 10-11-126

BY: *Kari Hansen*
Kari Hansen, Purchasing Agent

PUBLISH: Palm Beach Post,
May 12, 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, CWPB Website	May 10, 2011
RFP Issue Date, The Palm Beach Post	May 12, 2011
Final Questions Due	May 23, 2011 by 5:00pm
Proposals Due	May 31, 2011 at 3:00pm.
Initial Proposal Review	Week of June 6, 2011
Vendor Meeting/Interviews	Starting Week of June 13, 2011
Selection of Proposers	Starting Week of June 27, 2011
Contract Negotiation/Executions	July 2011

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Introduction and Instructions

Respondents must submit **one (1) original and five (5) copies** of their proposal, in writing, to the City of West Palm Beach Procurement Division in a sealed envelope. The original copy must be signed by an officer who is authorized to bind the Respondent contractually. Also, the name and title of the individual who signed the proposal should be typed immediately below the signature. The proposal must be addressed as set out below.

City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401

Proposals must be received no later than 3:00 p.m., on May 31, 2011. Fax proposals and/or oral proposals are not acceptable.

A Respondent's failure to submit their proposal before the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Contract Term & Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately July 1, 2011 until the date of completion, approximately October 31, 2011.

The approximate contract schedule is as follows:

[a] Issue RFP: May 2011

[b] Receive Proposals: May 2011

[c] Proposal Evaluation Committee complete evaluation by: June 2011

[d] Contract Start Date: July 2011

[e] Contract End Date: October 31, 2011

Purpose of the Request for Proposal (RFP)

The Department of Housing & Community Development is soliciting proposals from qualified persons or firms for the preparation of an Analysis of Impediments to Fair Housing Choice (AI). The City's latest AI was completed in 2006.

Location of Work

The City WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

Notice Under the Americans with Disabilities Act (ADA).

The City of West Palm Beach will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the City Clerk's Office at voice (561) 822-1210, as soon as possible but no later than 48 hours before the event or deadline date.

Required Review

Respondents should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Official at least seven (7) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Respondents proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least seven (7) days before the time set for opening.

Questions Received before Opening of Proposals

All questions must be in writing and directed to the Procurement Division, Attention: Kari Hansen, Purchasing Agent (KHansen@wpb.org). The interested party must confirm telephone conversations in writing. This will allow for the issuance of any necessary addenda. Questions and answers will be distributed to potential Respondents who have requested RFPs from the City.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP.

No addenda will be issued by the City after five (5) days prior to the date for receiving proposals. Respondents shall direct any questions that may arise to the City in sufficient time for inclusion in the final addendum. **Respondents shall acknowledge receipt of addenda via signature with response to the RFP.**

No other City official or employee is empowered to speak for the City with respect to this RFP. Respondents who seek to obtain information, clarification, or interpretation from another City official or employee is advised that such material is used at the Respondent's own risk, and that the City will not be bound by any such representations.

Amendments

If an amendment is issued, it will be provided to all who are both Registered by faxing or emailing your Registration Form, or by your email address submitted when you requested a download copy of the this Request For Proposal.

Alternate Proposals

Respondents may only submit one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Right of Rejection

The City of West Palm Beach reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals. Issuance of the "Request for Proposals" does not commit the City to award a contract, to pay any cost incurred in preparation of a proposal to this request, or to procure or contract for service or supplies. The City reserves the right to reject any and all proposals, and to re-advertise.

Preparation Costs

The City of West Palm Beach will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by the City, or for participating in any selection interviews.

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City of West Palm Beach. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Material considered confidential by the Respondent must be clearly identified and the Respondent must include a brief statement that sets out the reasons for confidentiality. Additionally, the City will not be providing confidential materials during the RFP process.

Subcontractors

Subcontractors may be used to perform work under this contract with prior written approval by the City. If a Proposer intends to use subcontractors, the Proposer must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the City's request:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing,

[e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid City of West Palm Beach business license,

[f] a written Statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion of the project manager and with prior written approval from the project manager.

Joint Ventures

Joint ventures will not be allowed.

Respondent's Certification

By signature on their proposal, Respondents certify that they comply with,

[a] the laws of the State of Florida;

[b] the applicable portion of the Federal Civil Rights Act of 1964;

[c] the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

[d] the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government;

[e] all terms and conditions set out in this RFP;

[f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

[g] that their offers will remain open and valid for at least 90 days.

By signature on their proposal, Respondents also certify that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued hereunder by the federal government.

If any Respondent fails to comply with [a] through [g] of this paragraph, the City of West Palm Beach reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

Conflict of Interest

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, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds hereunder, 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.

Confidentiality Policy

It is the policy of the City of West Palm Beach to hold in strictest confidence any information that might compromise the privacy or identity of any individual or organization where disclosure could place that person or organization at risk for identity theft. We expect the same of the contractors.

Right to Inspect Place of Business

At reasonable times, the City of West Palm Beach may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the contractor must provide reasonable assistance.

Solicitation Advertising

This solicitation has been advertised in the Palm Beach Post Newspaper.

News Releases

News releases related to this RFP will not be made without prior approval of the Public Information Officer, and then only in coordination with the Project Manager.

Assignment

The contractor may not transfer, assign, or subcontract any portion of the contract without prior written approval from the Director of the Department of Housing & Community Development.

Disputes

Any dispute arising out of this agreement will be resolved under the laws of Florida. Such actions shall neither be commenced in nor removed to federal court.

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Federal Requirements

The Respondent must identify all known federal requirements that apply to the proposal, scope of services, the evaluation, and/or the contract.

Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

STANDARD PROPOSAL INFORMATION**Authorized Signature**

An individual authorized to bind the responder to the provisions of the RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received before the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the City's rights under any contract resulting from the RFP will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract:

[a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

[b] if the City's rights would be diminished because of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Discussions with Respondents

The City may conduct discussions with Respondents for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Official. The Project Manager will only hold discussions with Respondents who have submitted a proposal deemed reasonably susceptible for award. Discussions, if held, will be after initial evaluation of proposals by the review committee. If modifications are made because of these discussions, they will be put in writing. Following discussions, the Project Manager may set a time for best and final proposal submissions from those Respondents with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Re-evaluation will be limited to the specific sections of the RFP opened to discussion by the Project Manager.

Responder's with a disability needing accommodation should contact the Project Manager before the date set for discussions so that reasonable accommodation can be made.

Prior Experience

In order for their offers to be considered responsive, respondents must demonstrate substantial experience in preparing Analyses of Impediments to Fair Housing Choice. For the purposes of this RFP, "substantial" is defined to mean not less than three (3) years of experience. Respondents must provide third-party contact information for purposes of verifying such experience.

A Respondent's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Evaluation of Proposals

The City will use an Evaluation Committee to evaluate all proposals. The evaluation will be based solely on the evaluation factors set out in section seven of this RFP.

Vendor Tax ID

A valid Federal Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the City's request.

Contract Negotiations

After completion of the evaluation, including any discussions held with responder's during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations cannot involve changes in the City's requirements or the Respondent's proposal, which would, by their nature, affect the basis of the source selection and the competition previously conducted. If contract negotiations are commenced, they will be held at a location to be determined in the City of West Palm Beach. The Respondent will be responsible for their travel and per diem expenses.

Failure to Negotiate

If the selected contractor fails to adhere to the following, the City may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked Respondent:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- after a good faith effort, simply cannot come to terms with the City.

Notice of Intent to Award (NIA) —Responder Notification of Selection

After the completion of contract negotiations, the Project Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Respondents. The NIA will set out the names and addresses of all Respondents and identify the proposal selected for award. The scores and placement of other Respondents will not be part of the NIA.

STANDARD CONTRACT INFORMATION

Contract Type

Service Contract – Analysis of Impediments to Fair Housing Choice (AI)

Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the City of West Palm Beach Commission approves the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs before the contract start date set by the City.

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Additional Terms and Conditions

The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

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.

Proposed Payment Procedures

The City will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the Project Manager has approved the progress report and invoice.

Contract Payment

No payment will be made until the contract is approved by the West Palm Beach City Commission as applicable, and has been fully executed by all parties. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Manager. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Termination for Default

If the Project Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments. The contractor will not commence additional work until the Project Manager has secured any required City approvals necessary for the amendment and issued a written contract amendment.

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Non-Discrimination Clause

The City of West Palm Beach opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

EEO Provisions

During the performance of this contract, the contractor agrees to abide in accordance with the City of West Palm Beach Equal Opportunity City Code, Chapter 42, as amended, which prohibits discrimination in employment, housing, and public accommodations on the basis of race, color, national origin, religion, sex, gender identity or expression, sexual orientation, disability, marital status, familial status, age, or genetic information.

BACKGROUND INFORMATION

Background Information

The City West Palm Beach, Florida has been an entitlement city since 1974. The City receives an annual allocation of Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA) and HOME Investment Partnership (HOME) funds. For fiscal year 2010-2011 the City has been awarded \$1,212,173.00 in CDBG funds; \$3,466,709.00 in HOPWA funds and \$679,585.00 in HOME funds from the U.S. Department of Housing and Urban Development (HUD). The City's latest AI was completed in 2006. Program details may be found on the City website site: <http://www.wpb.org/housing/>.

As a part of the Consolidated Plan, the City certifies annually that it will affirmatively further fair housing, which means it will conduct and Analysis of Impediments to Fair Housing Choice (AI) within the jurisdiction, take appropriate actions to overcome the effects of any impediments indentified through that analysis, and maintain records reflecting that analysis and actions in this regard.

The scope of the AI is broad. It covers the full array of public and private policies, practices and procedures affecting housing choice. The purpose of the AI is to:

- Serve as the substantive, logical basis of fair housing planning and policy;
- Provide essential and detailed information to policy makers, administrative, housing providers, lenders and fair housing advocates;
- Give a comprehensive review of the City's regulations and administrative policies, procedures, and practices;
- Assess how those regulations affect the location, availability and accessibility of housing, and
- Review conditions, both public and private, affecting fair housing choice.

SCOPE OF WORK

The Department of Housing & Community Development is soliciting proposals for the preparation of an Analysis of Impediments of Fair Housing Choice (AI). A July 1, 2011 start date is proposed for this effort with a tentative completion date of October 31, 2011.

The Consultant will organize and prepare the AI pursuant to HUD guidelines. The AI must be fully compliant with the requirements of the Housing and Community Development Act of 1974. The scope of work includes, but is not limited to the following:

1. An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing.
2. A review of prior and current activities that propose fair housing, including an assessment of agencies currently providing fair housing programs in the area.
3. An examination of private market issues that relate to the sale or rental of housing, the provisions of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
4. An evaluation of public policies and practices which affect the provision of fair housing, including but not limited to public services, planning and zoning laws and decisions, land use regulations, community development policies and practices, procedures and practices of the local public housing authority and property tax policies.
5. A review of city residents views through the means of focus groups within various parts of the City (at least three (3) to be held), and surveys of all city residents.
6. An identification of impediments to fair housing based on the above work as well as proposed methods of correction to address identified impediments. A listing of impediments in order of priority to assist the City in determining further action.
7. Conclusions and recommendations for action, including recommended actions to overcome identified impediments to fair housing choice, milestones, timetables, and measurable results.
8. Revise the final draft of the Analysis of the Impediments to Fair Housing Choice so as to reflect any changes required by the Department of Community Development and /or HUD. Should HUD require revisions to the AI, the Contractor must bring the AI to an acceptable level within the HUD designated time frame. An appropriate retainage will be withheld from the contract amount until the City receives HUD's approval of the Analysis of Impediments to Fair Housing Choice.

Deliverables

The contractor will be required to provide the following deliverables:

[a] Submit written progress reports to the Project Manager monthly.

[b] Provide one (1) copy of the draft AI in PDF format and one (1) in MSWord Format using Microsoft Office 2007 no later than September 30, 2011.

[c] Provide one (1) copy of the final draft of the AI in PDF format and one (1) in Word format using Microsoft Office 2007 no later than October 31, 2011.

[d] Provide one (1) copy of the final HUD approved AI in PDF format and one (1) in Word format using Microsoft Office 2007.

Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be from the date of award, approximately July 1, 2011 until completion, approximately October 31, 2011.

PROPOSAL FORMAT AND CONTENT

Proposal Format and Content

In order to facilitate the analysis of the responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Each Respondent is required to submit the proposal in a sealed package. Deviation from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

Proposals should adequately describe the Respondent's capabilities to satisfy the requirements of this RFP. All parts, figures, and table should be lettered sequentially and clearly labeled including a Table of Contents.

The City discourages lengthy and costly proposals. However, in order for the City to evaluate proposals fairly and completely, Respondents should follow the format set out herein and provide all of the information requested.

Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a City of West Palm Beach bidder. Proposals must be signed by a company officer empowered to bind the firm. A Respondent's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Understanding of the Service

Respondents must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should indicate the applicable bid section(s). The executive summary should not include cost quotations.

Methodology Used for the Service

Respondents must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the City's service schedule. The Respondents should provide a detailed plan for implementing the services.

Management Plan for the Service

Respondents must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work:

- Service delivery standards
- Problem reporting and resolution procedures

Experience and Qualifications

Provide a brief company history including how long the company has been in business.

An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. Illustrate the lines of authority and, designate the individual's responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed, and
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed. Information should include: list of services provided, address, telephone and fax numbers, length of implementation, name of client reference, and name of Project Manager.

Cost Proposal

Respondent's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

- The contractor will prepare and submit, with monthly remittance, an invoice for payment for fee(s) earned as service provider. (Response to proposal should include a format of contractor's invoice for payment).

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Understanding of the Service

Proposals will be evaluated against the questions set out below.

- [a] How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the responder identified pertinent issues and potential problems related to the project?
- [c] How well has the responder demonstrated that it understands the deliverables the City expects it to provide?
- [d] How well has the responder demonstrated that it understands the City's time schedule and can meet it?
- [e] Adherence to the City's M/WBE program.

Methodology Used for the Service

Proposals will be evaluated against the questions set out below.

- [a] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [c] How well does the methodology interface with the time schedule in the RFP?

Management Plan for the Service

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the Responder already have the hardware, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the Responder can meet the schedule set out in the RFP?
- [g] Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?

[i] How well have any potential problems been identified?

[j] Is the proposal submitted responsive to all material requirements in the RFP?

Experience and Qualifications

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Is there a designated person assigned to the project?

[b] Does the individual have experience on similar projects?

[c] Is staff accessible and available for daily one-on-one interaction?

[d] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

[e] How extensive is the applicable education and experience of the personnel designated to work on the project.

[f] How knowledgeable are the Responder's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

[g] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[h] How successful is the general history of the firm regarding timely and successful completion of projects?

[i] Has the firm provided letters of reference from previous clients?

[j] Is firm located within a 60-mile radius of the City of West Palm Beach?

[k] How reasonable are the firm's cost estimates?

[l] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Responder?

Contract Cost

The lowest cost proposal will receive the maximum number of points allocated to cost. The Evaluation Committee will determine the point allocations for cost on the other proposals.

REGISTRATION FORM
RFP 10-11-126
Preparation of Analysis of Impediments (AI)

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 (A)
RFP 10-11-126
Preparation of Analysis of Impediments (AI)

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 (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 C
Analysis of Impediments
RFP 10-11-126

FEE PROPOSAL

I have read and understand the requirements of this Request For Proposal RFP10-11-126 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

\$ _____ Total

Respondent's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

**ATTACHMENT D
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 E
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 E1
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 (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 E2
 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 E3
 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 effect 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.