



CITY OF WEST PALM BEACH
Procurement Division
City Hall – 401 Clematis Street
West Palm Beach, FL 33401
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Request for Proposal 10-11-128

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROGRAM**

The City of West Palm Beach is accepting proposals from qualified organizations for the purpose of providing public service activities through the federally funded Community Development Block Grant (CDBG) Program.

Time is of the essence and any proposal received after **3:00 p.m., Thursday, June 9, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITN 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 web site at www.wpb.org/procurement

All proposals must be delivered or mailed to:

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

ENVELOPE MUST BE IDENTIFIED AS RFP 10-11-128

BY: *Kari Hansen*
Kari Hansen, Purchasing Agent

PUBLISH: Palm Beach Post,
May 15, 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, The Palm Beach Post	May 15, 2011
Final Questions Due	May 25, 2011 by 5:00pm
Proposals Due	June 9, 2011 at 3:00pm.
Initial Proposal Review	Week of June 13, 2011
Selection of Proposers	Starting Week of June 20, 2011
Contract Negotiation	July 2011

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**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICES PROGRAM**

1. PURPOSE

The City of West Palm Beach (City) is accepting proposals from qualified organizations for the purpose of providing public service activities through the federally funded Community Development Block Grant (CDBG) Program, U.S. Department of Housing and Urban Development for the funding period October 1, 2011 – September 30, 2012. The purpose of this Request for Proposal is to provide for the submission of proposals for the provision of public service activities.

2. BACKGROUND

The Community Development Block Grant Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of Title I of the Housing and Community Development Act, and of the community development program of each grantee under the Title, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income. As grantee, the City of West Palm Beach is responsible for ensuring that CDBG funds are used in accordance with all program requirements as set forth by the federal regulations. HUD regulations governing the use of CDBG funds are found in 24 CFR Part 570, as amended. Standards of financial accountability are found at 24 CFR Part 85.

3. MINIMUM QUALIFICATIONS

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

Item	Criteria	Minimum Requirements
1.	Organization Status	Proposer must be either a 501(c) 3 agency and include documentation of non-profit status or a public agency.
2.	Representations & Disclosures	Proposer must provide all required representations and disclosures.
3.	Signature & Authorization	Proposal must be signed by an officer authorized to bind the proposer.
4.	Receipt	Proposal must be received in the Procurement Division on or before the due date and time.
5.	Project Eligibility	Public service project must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan.

4. 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 member, 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.

5. PROGRAM DESCRIPTION/ELIGIBLE ACTIVITIES

The City is seeking proposals from qualified organizations to provide public service activities through the federally funded Community Development Block Grant (CDBG) Program to principally benefit low to moderate-income households. Public service activity(s) must be eligible under the HUD regulations for the CDBG Program.

Examples of public service activities include, but are not limited to childcare, health care, job training, recreation programs, drug abuse, education and fair housing counseling, public safety services, services for senior citizens, services for homeless persons and energy conservation counseling. Public services also include the cost of operating and maintaining that portion of a facility in which the service is located.

As provided by the federal regulations, CDBG funds may be used to provide eligible public services as long as the amount of CDBG funds obligated within a program year to support public service activities does not exceed 15% of the total grant awarded for that year. Accordingly, the City's CDBG projected allocation for FY 2011-2012 is projected to be \$990,463; as such \$148,569 or 15% has been allocated for public service activities.

Funds may be provided to an organization that is a primarily religious organization if the organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and is in accordance with federal requirements governing the use of CDBG funds (24 CFR Part 570).

6. REQUIREMENTS

If selected for award, in order to enter into a contract with the City the proposer must:

- Have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system.
- Have no part of its net earnings inure to the benefit of any member, founder, contributor or individual and neither be controlled by or under the direction of, individuals or entities seeking to derive profit or gain from the organization.
- Assure that funds will not supplant funding for any existing programs or resources for the proposed services (e.g. services must not be duplicated under any other funding).

- Assure that funds will not be utilized to make payments for a service that will be provided for under a third-party arrangement or by an entity that provides services on a prepaid basis.
- Provide services only to eligible households and consistently maintain records evidencing eligibility.
- Cooperate with the City of West Palm Beach and the Federal Government in the implementation of a uniform data reporting system. Required data will include, but may not be limited to: monthly reporting that document the number of clients served (unduplicated and duplicated); and the associated demographic information and an Annual Performance Report evidencing unduplicated households served and associated demographic information.
- Comply with Title II of the Americans With Disabilities Act regarding non-discrimination on the basis of disability and provide a statement pledging to abide by the Palm Beach County Human Rights Ordinance and Chapter 42 of the City's Code of Ordinance with respect to employment, housing and public accommodations based on race, sex, religion, color, national origin, age, disability, marital status, political affiliations, familial status and sexual orientation.
- Ensure the confidentiality of the identity of any individual assisted under the CDBG Program and any other information regarding individuals receiving assistance.
- Provide a procedure and/or consumer grievance process whereby beneficiaries may advise the organization of its concerns regarding the operation, organization and implementation of the proposed activity.
- Ensure that the activity benefits City residents or be located within the City limits.
- Ensure that the activity meets the National Objective of benefiting low to moderate-income families.
- The agency personnel and volunteers may be subject to criminal background checks.

The Proposer shall have the right to subcontract, but shall be fully responsible and cannot be relieved of any liability under this agreement on account of any subcontractor. All subcontracting must have prior written City approval. The City reserves the right to approve or reject any subcontractor. Approval of subcontractors will not be unreasonably delayed.

If any portion of the service is to be performed by a subcontractor, the Proposer shall provide to the City the name, address, telephone number, and principal contact of the proposed subcontractor; a description of the work to be performed; and the qualifications of the proposed subcontractor.

The City reserves the right to create partnerships to expedite the completion of the project(s) should the City determine that such action would be in the best interest of the City.

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

7. SMALL BUSINESS PARTICIPATION

The City of West Palm Beach, in an effort to encourage small business participation in the City's procurement process, has adopted Ordinance No. 4172-08 (Small Business Program Ordinance). This Ordinance is incorporated herein by reference and, 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. The City encourages small business participation in *all* of its procurements.

The Small Business Office of City of West Palm Beach Procurement Division is responsible for

monitoring compliance with the SB Ordinance. Questions relating to the SB Ordinance requirements or procedures should be directed to: Small Business Office, 401 Clematis Street, 5th Floor., West Palm Beach, FL 33401, tel. (561) 822-1275, fax: (561) 822-1564.

8. INSURANCE

At all times during the term of this Agreement, the Proposer shall maintain in full force and effect, at its sole cost, the insurance coverage that is set forth below:

1. The Proposer is solely responsible for site security and shall procure, or have any subcontractors procure General Liability Insurance, and Worker's Compensation Insurance coverage pertaining to the premises in a form, content, and amount acceptable to the City's Risk Manager. Such insurance supplied by the Proposer hereunder shall be primary.
 - a. *Fire and extended coverage.* The Proposer, or any of its subcontractors, at its expense, shall provide full theft, windstorm, flood, fire and extended coverage on any property acquired, constructed or rehabilitated, and personal property located on the premises by the Proposer, specifically naming the City as a loss payee, in an amount not less than one hundred percent (100%) of the replacement value of the property.
 - b. *Worker's Compensation.* The Proposer, or any of its subcontractors, shall provide carry, maintain and pay for all necessary workers' compensation insurance for the benefit of its employees with the following limits: worker's compensation-statutory limits; Employer's liability-one million dollars (\$1,000,000).
 - c. *Liability Insurance.* The Proposer, or any of its subcontractors, shall, at its own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the City, with a policy limit of not less than one million dollars (\$1,000,000) combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the City of West Palm Beach as an additional named insured.
2. Whenever, under the provisions of the Agreement, insurance is required of the Proposer, the Proposer will provide the following:
 - a. Certificates of insurance evidencing the required coverages;
 - b. Names and addresses of companies providing coverages;
 - c. Effective and expiration dates of policies;
 - d. A provision in all policies affording the City thirty days written notice by any Carrier of any material change in any policy; and
 - e. Provide to the Department of Housing and Community Development original certificates of such coverage and receive approval of those certificates by the City's Risk Manager, prior to engaging in any activities under the agreement.

All policies of Insurance referenced above are to be procured from companies authorized to transact business in the State of Florida, and such companies will carry Best's Ratings of B or better as to management rating.

9. AGREEMENTS AND MONITORING

1. All Proposers awarded funding under this RFP will be required to enter into a formal agreement with the City establishing the terms and conditions for receipt of such funds, submit applicable conflict of interest affidavits to the City and undergo at least one (1) comprehensive review each fiscal year, which will include site visits.
2. The City reserves the right to perform more frequent monitoring visits as necessary. Monitoring will be conducted by the City of West Palm Beach and the U.S. Department of Housing and Urban Development (HUD) and providers must make all program records available for review and/or audit.
3. Funds are awarded on the date the City Commission approves the funding recommendation and obligated upon execution of individual agreements.

10. REIMBURSEMENT

Funds will be drawn down on a reimbursement basis. Reimbursement for services will be provided on a monthly basis (unless described otherwise). Invoices must be timely and accurately reflect actual units of service or costs as described by agreement. Agencies should anticipate 30 days from the submission of an acceptable invoice to the issuance of reimbursement payment.

Additionally, providers are required to submit monthly progress reports with invoices.

11. RECORDS

The Proposer and any of its subcontractors shall maintain, during the term of the Agreement, all books of accounts, receipts, invoices, reports, and records in accordance with generally accepted accounting principles and standards. The form of records and reports shall be subject to the approval of the City. The City, HUD, and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Proposer which are pertinent to the award, in order to conduct audits, examinations, excerpts, and transcripts.

The Proposer shall maintain and make available, in Palm Beach County Florida, and records and files for the duration of the Agreement and retain them for a period of five (5) years beyond the last day of the Agreement term. If any litigation, claim, Agreement negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it or until the expiration of the regular 5-year period, whichever is later.

An annual audit of the Proposer, performed by an independent auditor, may be required. The auditor shall determine whether:

1. The financial statements of the Proposer adequately demonstrate its financial position and the results of its financial operations in accordance with generally accepted principles;
2. The Proposer has internal accounting and other control systems to provide reasonable assurance that it is in compliance with applicable laws and regulations (local, state and federal laws and regulations); and
3. The Proposer has complied with laws and regulations that may have a material effect on its financial statements and on the federal assistance program.

12. ACCESSIBILITY

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

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

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

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

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICES PROGRAM
10-11-128
PROCUREMENT PROCESS**

1. Registration

Register with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration Form attached as *Form P-1* and fax or mail to the Procurement Division on or before **5:00 p.m., Wednesday, May 25, 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.

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 should be **submitted in writing to Kari Hansen, Purchasing Agent**, at the address or fax number below. 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) calendar 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
West Palm Beach, FL 33401
E-Mail: KHansen@wpb.org
Fax: (561) 822-1564

Contact regarding this RFP with any City Commissioner, officer or employee, other than the Procurement Official or a member of the Procurement Staff, is grounds for disqualification.

3. Submittal

Time is of the essence and any Proposals received after **3:00p.m. Thursday, June 9, 2011, will be returned unopened.** In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be established by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is 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.

4. Evaluation

The RFP and a recommended funding amount will be submitted to the City of West Palm Beach Commission for its consideration at a public hearing. The City Commission will exercise the final authority in the selection of projects and allocations of funds to be awarded through this RFP.

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee may convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. 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.

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 in achieving the study or project, and to waive any immaterial 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.

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. This requirement is at the sole discretion of the City.

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.

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.

6. Additional Procurement Information

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 shall become 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.

Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal(s) 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.

7. Protest Procedure.

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.

8. Representations by Submittal of Proposals

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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. Proposer certifies that submittal of its proposal does not violate this statute.
6. 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.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICES PROGRAM**

SUBMITTAL OF PROPOSAL

1. General Instructions

Proposer shall submit **one (1) original and four (4) paper copies, and one (1) electronic copy (on diskette or 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 to:

Athea Pemsel, Procurement Official
City of West Palm Beach Purchasing Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401

Time is of the essence and any Proposal received after the date and time indicated in this RFP, whether by mail or any other means whatsoever, 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. The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such proposals will not be accepted. Proposals received by any means other than as provided herein will not be accepted.

No modifications to 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.

Only one proposal may be submitted by each Proposer.

Proposals shall be presented in a clear and concise format, on standard 8 ½" x 11" paper, in English. All Proposals must be typed, single spaced in a consecutively numbered format, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures (originals) are required where indicated; failure to do so may be cause for rejection of proposal.**

Proposals 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 required, should be provided as an appendix to the RFP.

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. Proposer's Responsibilities

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.

3. Checklist

A. Registration: Registration previously submitted on **Form P-1**, as provided in this RFP.

B. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 3 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.

C. Proposal: To assist the City in reviewing the applications, Proposers must use the following format. **ONLY PROVIDE TABS FOR SECTIONS A THROUGH F OF NO. 5.**

Under no circumstances should whiteout (correction fluid) or correction tape be used on the proposal application.

Forms and Attachments – A single asterisk (*) indicates the specific form is enclosed; a double asterisk (**) indicates the documentation must be provided by the agency.

1. **Agency's Title Page:** Create a title page that includes agency name and address, program name, RFP # and program year.
2. **Cover Page:** The cover page is provided as ***Form 1**. Complete and include. The proposal **cover page must contain an original signature in ink** of an official who is legally authorized to bind the Proposer. This signature must appear in ink on the Letter of Transmittal along with a copy of the board resolution(s) granting such authority.
3. **Letter of Transmittal and Attachment 1:** The letter of transmittal should be a maximum of two pages in length; must be on agency letterhead; must include the address and telephone number of the principal office; and **must be signed by an official legally authorized to bind the Proposer**. Additionally, the letter shall briefly state its understanding of the work to be done, number of years in business, commitment to perform the work within the established time frame, the name and title of the primary person responsible for this project, and the dollar amount of the request. List the names of individuals authorized to make representations for the agency, their titles, addresses and telephone numbers.

Provide a copy of the **board resolution(s)** granting such authority as ****Attachment 1** which **must be signed by an official legally authorized to bind the agency**.
4. **Questionnaire:** This page is provided as ***Form 2**. Complete and include.
5. **ORGANIZATION PROFILE** (Tab Subsections A through F of this section)
 - A. **Certification** - Proposer shall provide a certification indicating that "all activities funded with CDBG funds will meet the program's National Objective of benefitting low and moderate income persons".

B. Service Experience and Personnel - Proposer shall provide, on no more than three pages:

1. *Target Population:* Describe the client base for the project and a profile of a typical client or clients (i.e. youth, seniors, handicapped, etc.). A statement explaining whether the services provided through this proposed project is directed at a particular geographic area.
2. *Problem/need:* Describe the problem or need and explain how the proposed activity is intended to address this issue. Provide current statistical data documenting the need for the proposed services.
3. *Current Services.* A statement describing the full range of service activities that your organization currently provides which benefit Low and Moderate Income (LMI) Persons and briefly describe the agency's history of addressing community needs.
4. *Personnel:* A statement identifying
 - a. The total number of staff in the organization, delineating the number of staff who will work with the program along with a brief listing of their responsibilities.
 - b. Whether the staff to provide the service(s) is currently available or if recruitment is necessary.
 - c. Whether the position(s) require licensing and/or certification. If required, specify the license(s)/certification(s) required of each position and whether or not the respective staff persons do in fact possess current licenses. **DO NOT ATTACH STAFF LICENSES OR CERTIFICATES.**

C. Financial Soundness - Please provide the following on no more than one page:

1. In the event that your proposal is not fully funded or only partially funded, please
 - a. Describe the impact on the proposed program such as the reduction or elimination of service units, clients, and/or other program components. Please indicate the agency's reserves to cover the project costs.
 - b. Explain your agency's plans for funding its operations and services in the future.
2. *Budgets:* For the purposes of this application, the budget should present an adequate review and analysis of the financial aspects of the grant application for a one-year contract. Complete **Budget *Forms 3a thru 3e** and include in Section F.
3. *Financial Leveraging:* Provide a detailed explanation of **all leverage sources** for which an application was made within the past twelve (12) months. Complete ***Form 3f** and include in Section F.

D. Procedures and Reports: On no more than two pages, Proposer shall:

1. Explain the system utilized to ensure compliance with agreement reporting requirements such as collecting, evaluating and reporting agency/administrative level and client level data.
2. Describe how the organization will verify, certify and maintain eligibility requirement information on clients, as required by CDBG regulations.
3. Explain agency's system for safeguarding the confidentiality of clients.
4. Describe the process used to monitor and control the quality of services provided by agency staff.

E. Collaborations: On one page, Proposer shall:

1. Describe how the agency/organization plans to contact and enlist prospective partners, contributors and other community support.

2. List the organizations that will work with the agency in providing coordinated services to the clients served, including:
 - a. the organizations' names and addresses,
 - b. the contact name and phone number, and
 - c. an explanation of how the agency will coordinate the services with the other organizations.

F. Other Forms and Attachments: *The F-Section must contain ALL required forms and attachments as applicable to the proposed program for which funds are being requested, unless otherwise indicated.* Include all attachments and forms in this section, except Form 1, Form 2 and Attachment 1.

1. ***Forms 3a thru 3f Budget forms**
2. ***Form 4** - Provide the agency's proposed and current **client demographics**, including approximate number of persons being served by gender, ethnicity and age for each activity.

Please execute and attach

3. ***Form 5 – Agency Conflict of Interest Affidavit** signed by the Chair or President of Board ONLY.
4. ***Form 6 - Certification Regarding Lobbying.**
5. ***Form 7 - Drug Free Work Place.**
6. ***Form 8 - Certification Regarding Termination, Suspension and Other Responsibility Matters.**
7. ****Attachment 2** -Describe the **affirmative outreach plan** to be used to identify and enroll eligible clients into the proposed program that ensures your agency will serve all clients without regard to race, color, religion, marital status, familial status, sexual orientation, ancestry, sex, age, national origin, medical or mental condition. Briefly describe the agency's affirmative outreach/marketing procedures for making services accessible to the community.
8. Describe agency's consumer **grievance process**. ****Attachment 3**.
9. Attach any joint venture/linkage **agreements or letters of collaboration** between the agency and each organization as composite ****Attachment 4**.

6. **Representations and Disclosures**

- A. 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.
- B. By submitting its Proposal, Proposer shall confirm the following Representations and Disclosures, and submit **Form 9**:
 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.

Applicants must guarantee that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. Additionally, the Applicant must agree that no members of the governing body of the locality in which the Project Sponsor is situated, no other public official of such locality or localities, and no person, unless expressly permitted by HUD, who is an employee, agent, consultant, officer, or elected or appointed official of the Applicant, and who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the CDBG-assisted activity, 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 570.611 shall apply.

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.

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.
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.

7. **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*. These forms are:

- *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.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICES PROGRAM**

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 from receiving 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's 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 rights 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.

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P-1

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICES PROGRAM
RFP 10-11-128**

REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST May 25, 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.

1. Agency Name	_____		
2. Service Activity	_____		
3. Program Type (Indicate below)	4. Total Dollar Amount (Indicate below)		
a. <input type="checkbox"/> New	a. Requested Amount	\$	_____
b. <input type="checkbox"/> Continuation	b. Total Cost to Operate Program	\$	_____
5. Address	_____ _____		
6. Telephone Number	_____		
7. Type of Agency (check one)	<input type="checkbox"/> A 501(c)(3) organization <u>OR</u> <input type="checkbox"/> A public agency		
8. Federal Tax ID Number	_____	9. DUN & Bradstreet No.	_____
10. What is the agency's current Central Contractor Registry (CCR) status? <input type="checkbox"/> Active <input type="checkbox"/> Non-Active			
11. Contact Person (enter information below)			
NAME:	_____	TITLE:	_____
TELEPHONE:	_____	FAX:	_____
		E-MAIL:	_____
<i>12. To the best of my knowledge and belief, all data in this application are true and correct. The governing body of the Proposer who will comply with all contractual obligations if the proposal is awarded has duly authorized the document.</i>			
Typed Name of Authorized Representative		Title	
Signature of Authorized Representative		Date Signed	
_____		_____	

Addenda ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addenda No. Date Issued

Please answer the following questions:

1. Organization History.

- a. Does the organization have an active corporate status? Yes No
- b. *Location of office(s).* Where will the proposed program be administered and implemented?
1. _____
2. _____
3. _____
- c. Can proof of the Proposer's right to be in possession of this property, including a copy of the *deed or lease* to the each property, which shall include the legal description of said property, be provided upon request? Yes No
- d. *Board of Directors.* Regarding the agency's board, please provide responses to the following:
1. How many total board members are there? _____
2. Is there a current list of all board members and committees? Yes No
3. How often does it meet? _____
4. Is there a written set of policy and procedures? Yes No
5. Is there a fiscal oversight committee? Yes No
- e. Community Involvement: Is the organization an active member of any continuums, planning or advisory councils or committees? Yes No. If yes, please indicate the name and title of the representative of your agency and the name of the councils or committees he/she participates on the agency's behalf.
- _____
- _____
- _____
- _____
- f. What is the organization's level of involvement in these councils/ committees?
- _____
- _____
- _____

2. Financial Soundness

4. *Audit:* An organization must be in good financial standing, as shown on its audit report conducted within the past year.
- a. Does the organization have sufficient reserves to cover the project costs for a maximum of ninety (90) days? Yes No
- b. Does the organization provide its own financial accounting? Yes No. If no, who provides the organization's financial accounting?
- _____
- c. In the financial accounting systems, are the following books of accounts used?
- i. General ledger Yes No
- ii. Cash Disbursements (Check Register) Yes No

- iii. Cash Receipts (Deposits Received) Yes No
- iv. Fixed Asset Yes No
- d. Are financial records maintained by computer? Yes No If yes,
- i. Who has access to the accounting records? (List all)
- ii. Are pass words used to access records Yes No
- iii. Is there an off-site back-up system? Yes No
- e. Are the individuals who handle the organization's funds bonded? Yes No
- f. How many years are records retained? _____
- g. Is annual audit completed by an independent accounting firm? Yes No
- i. If no, how often is an audit completed? _____
- ii. What other methods are used to ensure fiscal accountability?

- h. Is the CDBG grant award **separately listed** in the Schedule of Expenditure of Federal Awards and State Financial Assets? Yes No
- i. If no annual audit is completed, does agency file corporate taxes? Yes No If yes, who prepare forms for filing? _____

If funded, prior to agreement and upon request, can the organization provide:

3. Organizational Profile:

- a. An **organizational flow chart** that indicates with an **X** the area where the proposed CDBG project will operate? Yes No.
- b. A signed copy of the agency's/organization's **Certificate of Incorporation** from the Florida Secretary of State indicating that the agency/organization is in good standing? Yes No
- c. **Articles of Incorporation (Amended/Restated, if applicable)?** Yes No
- d. A copy of the agency's/organization's **Charter or By-Laws?** Yes No
- e. Proof of current **501(c) (3) designation?** Yes No
- f. Proof of **State tax-exempt certificate?** Yes No

4. Insurance, Licenses, Certificates and Code:

- a. Copies of **current Certificate of Insurance?** Yes No
- b. Copies of **current applicable licenses**, which may include state licenses, county occupational licenses, city and county business licenses and permits, professional licenses and all other appropriate licenses, including fire and health certificates for each address where business will be conducted? Yes No
- c. **Organization's Code of Ethics?** Yes No
- d. A statement certifying that there are **no outstanding liens** against the business or the above property(ies) addresses? Yes No

BUDGET AND BUDGET NARRATIVE JUSTIFICATION GUIDANCE **For Forms 3a through 3f**

A categorical budget must be submitted to **cover eligible costs of program services only**. The following categories must be defined in terms of dollars and must be justified in a budget narrative.

Unit cost reimbursement agreements must report the total amount of the agreement, the precise unit cost, and the proportion of the unit cost represented by each of the object classes listed below. The narrative justification must provide sufficient detail to define how the unit cost was established, and the rationale for the number of clients proposed to be served.

ALL CHARGES TO THE GRANT MUST BE IN ACCORDANCE WITH APPLICABLE OFFICE OF MANAGEMENT AND BUDGET COST PRINCIPLES (A-122)

Administrative Costs: This means costs for general management, oversight, coordination, evaluation and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

Fringe Benefits: List fringes for personnel working directly with clients (case managers, live-in house managers, etc). List each fringe benefit and its amount. It is not necessary to provide the calculations for arriving at the amount of fringe benefits.

Other Costs: This category is for costs essential in order to accomplish the service and may include items such as rent, telephone, utilities, advertising, and insurance.

Personnel: List salaries for personnel working directly with clients (case managers, live-in house managers, etc). List all personnel whose salary is to be paid in whole or in part with CDBG funds. For each position, provide the job title, the name of the employee, annual salary, percentage of time to be devoted to and paid by this grant; the amount to be charged to the grant; (if the position is vacant, indicate such and provide an estimated date when the position will be filled).

Supplies: A general description of the types of items classified as supplies. Computer software should be included in this category.

Travel: All travel must directly benefit the work supported by the grant. List all travel anticipated to occur during the budget/contract period; be specific about who will travel, where, when and why the travel is necessary.

PROPOSED PROGRAM/SERVICE: _____

AGENCY NAME: _____

CATEGORY	# Clients Currently Serving Monthly	# Clients Projected to Serve Monthly	#Family Members Currently Serving Monthly	#Family Members Projected to Serve Monthly	Daily Per Unit Cost FY 10-11	Current Monthly Costs	Projected Monthly Costs	Current Annual Costs	Projected Annual Costs
PROGRAM COSTS (Non-Administrative/ Direct Services)									
Personnel Costs									
Fringe Benefits									
Travel									
Supplies									
Other (Specify)									
Other (Specify)									
PERSONNEL (Administrative)									
FRINGE BENEFITS									
Other (Specify)									
Other (Specify)									
Other (Specify)									
TOTALS									

**PERSONNEL/NON-ADMINISTRATIVE COSTS
(DIRECT CLIENT SERVICES)**

PROPOSED SERVICE _____ AGENCY NAME _____

Title of Position	Annual Salary	Hours Per Week	Percent CDBG Funded	Percent Leveraged with Other Funding	Dollar Amount Funded by CDBG funds during 2010/2011 Program Year	CDBG Dollar Amount Requested for 2011/2012 Program Year
Total Personnel						

Requested Amount = Pay Periods x Pay Per Period x Percent Funded

**FRINGE BENEFITS/TRAVEL NON-ADMINISTRATIVE COSTS
(DIRECT CLIENT SERVICES)**

PROPOSED SERVICE _____

AGENCY NAME _____

(Show formulas and descriptions for all Fringe Benefits)	Current Monthly Costs	Projected Monthly Costs	Current Annual Costs	Projected Annual Costs
1. FICA = 7.65% x taxable salaries				
2. Retirement = agency rate x eligible salaries				
3. Florida Unemployment Compensation = agency rate x taxable salaries				
4. Worker's Compensation = agency rate x taxable salaries				
5. Health/Life Insurance = agency rate x number of employees x funded % for each position				
6. Dental Insurance = agency rate x number of employees, funded % for each position				
7. Other= agency benefit other than those listed above:				
8. Other= agency benefit other than those listed above:				
TOTAL FRINGE BENEFITS				
List position title/employee name and show mileage computation				
Mileage computation – estimated miles x .51				
TOTAL TRAVEL				

**MATERIALS AND SUPPLIES/NON-ADMINISTRATIVE COSTS
(DIRECT CLIENT SERVICES)**

PROPOSED SERVICE _____ AGENCY NAME _____

Includes materials and supplies used for direct client services	Cost per item	Total
TOTAL MATERIALS AND SUPPLIES		

Purchase of equipment is prohibited, including computer hardware.

AGENCY NAME _____ ACTIVITY _____

List position title/employee name and other administrative costs	Current Monthly Costs	Projected Monthly Costs	Current Annual Costs	Projected Annual Costs
TOTAL				

**TOTAL AGENCY COLLABORATIVE FUNDING SOURCES
(LEVERAGING)**

This certifies that _____ (Name of Agency) operates on a fiscal year, which ends on _____. This further certifies that the financial records of the agency for the year ended _____ reflects the following, as related to federal and non-federal awards:

SUMMARY OF ANTICIPATED FUNDING SOURCES

OBJECT CLASS CATEGORIES	CDBG	OTHER FEDERAL <small>Specify source & amount</small>	STATE <small>Specify source & amount</small>	PRIVATE <small>Specify source & amount</small>	OTHER <small>Specify source & amount</small>	TOTAL BUDGET
PERSONNEL (Non-Administrative)						
FRINGE BENEFITS (Non-Administrative)						
TRAVEL						
SUPPLIES						
OTHER (Specify)						
OTHER (Specify)						
PERSONNEL (Administrative)						
FRINGE BENEFITS (Administrative)						
OTHER ADMINISTRATIVE (Specify)						

The undersigned certify that the above information is complete and accurate, to the best of their knowledge, and that the City of West Palm Beach, Housing and Community Development, will be notified, should this information be determined to be different.

Chief Financial Officer

Chief Executive Officer

Signature

Signature

Name Typed or Printed

Date

Name Typed or Printed

Date

CURRENT CLIENT DEMOGRAPHICS 2010-2011

Gender	White		African-American		Hispanic-Latino		Haitian American		Other		TOTAL	
	<18	>18	<18	>18	<18	>18	<18	>18	<18	>18	<18	>18
Male												
Female												
TOTAL												

PROPOSED CLIENT DEMOGRAPHICS 2011-2012

Gender	White		African-American		Hispanic-Latino		Haitian American		Other		TOTAL	
	<18	>18	<18	>18	<18	>18	<18	>18	<18	>18	<18	>18
Male												
Female												
TOTAL												

The information included in the charts above should not include family members.

AGENCY**CONFLICT OF INTEREST AFFIDAVIT**

24 CFR 85.36(3)-Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding Proposer may provide, in regulation, additional prohibitions relative to real, apparent, or potential conflicts of interest.

24 CFR 570.611 - In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or Proposer and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

CERTIFICATION

I HEREBY CERTIFY that I have read and fully understand the Conflict of Interest provisions cited above and that I, in my individual and professional capacity, am not in violation of said provisions. I further certify that no employee or Board member is in violation of said provisions.

Signature: _____

Print Name: _____

Title/Position: Board Chair

Date: _____

(Name of Agency)
Program Year 2011-2012

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (Proposer)

_____ (Print Name of Certifying Official)

SIGNATURE OF CERTIFYING OFFICIAL

DATE

Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB Circular A-102).

Name of Organization: _____

Authorized Agent Completing Affidavit: _____

Position: _____ Telephone Number: (____) _____

I, _____, being first duly sworn state:

That in compliance with Drug-Free Workplace Act of 1988, the above named organization is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

- The dangers of drug abuse in the workplace.
- The organization’s policy of maintaining a drug free environment at all workplaces.
- Not engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

The organization shall also require an employee to sign a statement, as a condition of employment, that the employee will abide by these terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Signature

Date

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

SUBSCRIBED and SWORN before me this ____ day of _____, 2011
by _____. He/she is personally known to me or has
produced _____ as identification and did (did not) take an oath.

Print Name: _____
Notary Public, State of Florida at Large

1. The Proposer certifies to the best of its knowledge and belief, that it and its principals:
- a. **Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;**
 - b. **Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.a of this certification; and**
 - c. **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.**
 - d. **Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of West Palm Beach.**

PROPOSER

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

DATE



REPRESENTATIONS AND DISCLOSURES

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 _____, 200__
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.



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

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 Base 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/Base Bid	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

Form SB02

Subcontractors Listing

Bidder/Proposer's Name: _____ Telephone No. _____

ITB or RFP Title: _____ ITB or RFP 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

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: _____