



"The Capital City of the Palm Beaches"

Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Phone: 561-822-2100
Fax: 561-822-1564

**Request for Qualification
10-11-139**

**Building and General
Contractor Services
for Small Projects**

The City of West Palm Beach is soliciting responses from qualified and responsible general and building contractors to provide rehabilitation, minor construction, renovations and repair on a per project basis that has an indefinite quantity. The City will accept only qualified general contractors as defined by the requirements in the RFQ.

Time is of the essence and any response received after **3:00 PM, Wednesday, September 28, 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 or by the date/time it was e-mailed or faxed.

Responses mailed shall be placed in an envelope, marked in the lower left-hand corner with the Request for Qualification number, title, and date and hour responses are to be received. Respondents are responsible for insuring their responses are stamped by Procurement Division personnel by the deadline.

Interested parties may obtain a copy of this document at http://www.wpb.org/procurement/procurement_opportunities.php or by contacting the Procurement Division at 561-822-2100.

Responses may be submitted by fax, e-mail or mail to:

City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Fax: 561-822-1564
E-mail: mhansraj@wpb.org

SUBMISSIONS MUST BE IDENTIFIED AS RFQ 10-11-139

By: Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
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Building and General Contractor Services for Small Projects

1. INTRODUCTION

The City of West Palm Beach Community Redevelopment Agency, is responsible enhancing the City's esthetics of neighborhoods and businesses in order to create a more dynamic and vibrant community. Along with creating an attractive community, the CRA seeks to develop high use districts with a mix of entertainment, restaurants, shops and walking areas.

It is the desire of the City to contract with a general contractor who possesses a working knowledge of and experience with all facets of residential and commercial construction with special emphasis on neighborhood and facade repairs and rehabilitation. The proposer must have the ability to maintain a good working relationship with community members from diverse backgrounds and economic status as well as the City's leadership team.

2. SCOPE

The City of West Palm Beach is soliciting qualifications from general contractors to participate in the rehabilitation, minor construction, renovation and repair of various commercial and non-commercial structures throughout the City of West Palm Beach on a per project basis.

The intent of this Request for Qualifications (RFQ) is, through a competitive process, to select one or more general contractors to assess commercial and non-commercial structures and execute plans, repairs, rehabilitations, and renovations for various properties throughout the City of West Palm Beach.

The selected Contractor shall meet with the Community Redevelopment Agency and other process partners to determine the exact scope and nature of each project and develop a plan and the contractor shall execute the plans and designs provided. homeowner and do a preliminary walk through of the home. After a plan is provided the contractor will then write a detailed scope of work listing all the work elements of the project. The Scope of Work should be detailed enough to provide pricing and using the current building codes and other City, Local, and State regulations particularly compliance with Florida and local Building Codes.

The proposer shall have existing knowledge and skills with specific trades, including electrical, plumbing, and mechanical tradesmen, to the extent necessary to adequately execute the Scope of Work provided. The successful contractor will be expected to utilize specialty contractors to the extent necessary to adequately develop the Scope of Work.

3. **MINIMUM QUALIFICATIONS**

Contractor must satisfy the following minimum requirements to be considered for this solicitation. Contractors not meeting all of the minimum requirements will be disqualified. All decisions of the City are final.

1. The Contractor must have completed three (3) construction projects within the past five (5) years.
2. Certified under Sec 489.119 to engage in contracting through a certified general or building contractor qualifying agent. The Contractor must have an active residential, building, or general contractor's license.
3. Contractor must provide references for the project(s) identified to satisfy the minimum experience requirement in Item 1 above. A reference person must be someone who has personal knowledge of the Contractor's performance. The reference person must have been informed that they are being used as a reference at that the City may check references.
4. Project Manager has at least five (5) years in the construction trade
5. Ability to provide performance and payment bond and insurance
6. Provide all required representation and disclosures

4. **EVALUATION CRITERIA**

1. Capacity and capability of the contractor to perform the work within the timeframe. The contractor shall provide a summary of their approach to construction management addressing such things as tracking submittals and documenting daily progress.
2. The successful firm shall demonstrate a proven record of providing services of this type to clients of the same size, nature, and complexity as the City.
3. Licenses and certifications of staff assigned to the project team i.e. electrician, construction, etc.
4. History of claims on construction projects and their resolutions. (Also give details about their claim avoidance approach and construction management philosophy)
5. Small Business Enterprise participation.
6. Ability to obtain general, business automobile liability, and Workers' compensation insurance.

5. CONTRACTOR'S EXPECTATIONS

Contractors who know and are capable of the following are strongly encouraged to submit.

- a. Principles of artistic renovation and construction.
- b. Construction services for commercial and non-commercial structures in a highly visible urban environment.
- c. Local building codes.
- d. One or more construction trades.
- e. Clear demonstration of quality construction.

Contractors will be expected to:

- a. Perform high quality work.
- b. Organize and coordinate construction tradesmen.
- c. Understand and execute plans and designs.
- d. Communicate project status through reports and meetings.
- e. Successful completion on projects on time and on budget.
- f. Follow sound and honest business practices.

6. REGISTRATION

Contractors are **required** to register with the Procurement Official in order to receive any addenda to this Request for qualifications. Please complete the Registration Form attached as **Attachment I** and telefax or mail to the Procurement Division **on or before 5:00 p.m. September 21, 2011.**

7. CONTRACTORS UNDERSTANDING

Contractors shall make all investigation necessary to thoroughly inform themselves regarding the response, including visiting the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City shall make available to all prospective Contractors, prior to the receipt of responses, any available information that may be requested by Contractors. Any such data will be distributed to all prospective contractors as the best factual information available, without presumption of responsibility for its accuracy or for any conclusions that the contractor may draw from. The Contractor shall accept the site or sites in their present condition.

TERMS & CONDITIONS

1. SUBMITTAL INFORMATION

The original and five (5) copies and an electronic version of your response shall be submitted to the Procurement Division at the time and date specified. At the designated time and place, the City Procurement Official or designee will publicly open the responses. These documents constitute the complete set of specification requirements and response forms. It is the responsibility of the respondent to insure that all pages are included. Therefore, all respondents are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. **ALL RESPONSES MUST BE SUBMITTED ON THE PROVIDED FORMS. PROPOSALS ON VENDOR LETTERHEAD/QUOTATION FORMS WILL NOT BE ACCEPTED.**

All responses must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **SIGNATURES ARE REQUIRED WHERE INDICATED; FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF RESPONSES.**

Respondents shall not be allowed to modify their responses after the opening time and date.

Time is of the essence and any response received after **3:00 p.m. EST, Wednesday, September 28, 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. Responses shall be placed in a sealed envelope, marked in the lower left-hand corner with the Response number, title, and date and hour responses are scheduled to be received. Offerors are responsible for insuring that their response is stamped by Procurement Office personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted.

For information concerning this RFQ, please contact:

City of West Palm Beach, Procurement Division
Attn: Maureen Hansraj
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Telephone: 561-822-2100 Telefax: 561-822-1564
Or email questions to: mhansraj@wpb.org

2. PRICE/ACCEPTANCE/DELIVERY

Price quoted must be the new price delivered to the City. Any responses containing modifying or "escalator" clauses will not be considered. "Acceptance" as herein used means the acceptance by the City after the Procurement Official or her authorized agent has, by inspection or test of such items, determined that they fully comply with specifications. Deliveries of all items shall be made as soon as possible or as specified. In the appropriate blank on the response form, the vendor will indicate the best delivery date after receipt of order. Deliveries resulting from this response are to be made during the normal working hours of the City. Time is of the essence and the Respondent's delivery date must be specified and adhered to. Should the respondent, to whom the order or contract is awarded, fail to deliver on or before the stated date, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful respondent(s) will be responsible for making any and all claims against carriers from missing or damaged items. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

3. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful respondent. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

4. EEO STATEMENT

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, religion, sex, sexual orientation or age, or national origin.

5. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

- a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Request for qualifications.
- c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.

This request for qualification shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, response document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

6. AS SPECIFIED

A purchase order will be issued to the successful respondent with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor at no expense to the City of West Palm Beach.

7. RFQ FORMS

All responses must be submitted on our standard form. Responses on contractor forms shall not be accepted. Contractors shall only submit one response. Alternate or numerous responses will not be accepted and will be cause for rejection of all responses by said contractors.

8. RESPONDENT'S RESPONSIBILITY

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

9. RESPONDENTS PRICING

Respondent warrants by virtue of responding that prices shall remain firm for a period of ninety (90) days from the date of response opening. **Responses having erasures or corrections must be initialed in ink by the respondent.** Respondents may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the response evaluation purposes unless otherwise specified in special conditions. Respondents should reflect any discounts to be considered in the unit prices response.

10. SELECTION OF RESPONDENT WITH WHOM TO CONTRACT

As per the Procurement Ordinance No. 4292-10, the selection of a respondent with whom to contract shall be based on the "best value to the City" using the following criteria:

- a. Proposed articles in relation to requirements and specifications
- b. Capacity to perform in terms of facilities, accessibility, personnel and financial viability,
- c. Past performance,
- d. Skill and experience, and
- e. The content of the response

11. RIGHT TO TERMINATE

Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's department performance standards. In the event the successful respondent violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such respondent of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the respondent for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

12. REJECTION OF RESPONSES

The Procurement Official reserves the right to reject any or all responses, in whole or in part, and to waive any informality in any proposal. Additionally, proposals may be considered irregular and may be rejected if the proposal:

- 1) Does not strictly conform to the requirements of the response;
- 2) Shows omissions;
- 3) Response form is altered;
- 4) Additions are added which were not called for;
- 5) Conditional terms by respondent;
- 6) Unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values;
- 7) Abandonment of the project;
- 8) Responses are over the approved budget for the project.

13. ACCEPTANCE/REJECTION

The City of West Palm Beach reserves the right to accept or to reject any or all responses and make the award to that respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of West Palm Beach also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of respondents in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-response.

14. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all respondents must disclose 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 branches.

15. SMALL BUSINESS (SB) POLICY

The City of West Palm Beach, in an effort to encourage small business participation in the City's procurement process, has adopted Ordinance No. 3790-04 (Small Business Program Ordinance). This Ordinance is incorporated hereto by reference. However, respondents 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 that, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

The Small Business 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, 401 Clematis Street, 5th Floor., West Palm Beach, FL 33401, tel. (561) 822-1275 Fax: (561) 835-0028.

In accordance with the SB Ordinance, a goal for SB participation has been set **in the minimum amount of 15%** of the total contract value.

Respondents are encouraged to reference the Small Business Division's website at <http://www.cityofwpb.com/sbiz> for a directory of all currently certified small businesses. The directory is intended to assist respondents with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, responses and RFP's.

In addition, respondents/contractors may also reference the Palm Beach County Office of Small Business Assistance's website at www.pbcgov.com/osba for their directory of certified small businesses. All County certified small businesses can streamline the City's certification process by submitting the appropriate documentation.

These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

1. **STATEMENT OF SUBCONTRACTOR PARTICIPATION**

List **all** your City and County certified SBs -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City and County Certified** SB's can be used to meet the established goal.

2. **SUBCONTRACTOR's LIST**

List the names and telephone numbers of SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Subcontractor Participation*. Submit this form with your proposal.

3. **LETTER OF INTENT**

One form per SB subcontractor must be executed and delivered to the City's SB Division **prior** to contract award and will be made a part of the contract.

16. **CLARIFICATION/INTERPRETATION AND ADDENDA TO THE RFQ**

No interpretation or changes to the meaning of the Request for qualifications will be made to any Respondent orally, except by written addendum. All questions regarding this response should be submitted in writing and must be received no later than (10) ten calendar days prior to the closing date for response submittal, addressed to:

Maureen Hansraj, Purchasing Agent
City of West Palm Beach, Procurement Division
PO Box 3366
West Palm Beach, FL 33402
Telephone: (561) 822-2100, Telefax: (561) 822-1564
mhansraj@wpb.org

All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the response and shall modify and become part of the response document.

17. **FLORIDA PROMPT PAYMENT ACT**

The City of West Palm Beach abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

18. **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 respondent to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the respondent should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

19. NON-COLLUSION

Respondent certifies that their response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after delivery of material or provision of service. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from vendor response list(s), and/or disbarment or suspension from doing business with the City of West Palm Beach

20. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all respondents must disclose 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 branches.

21. PROTEST PROCEDURE

Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Purchasing Ordinance No. 3776-04. 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 Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

22. TERMINATION

Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's performance standards.

In the event that the successful respondent violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such respondent of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the respondent for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

23. LOBBYING PROHIBITED

As to any matter relating to this ITB, respondents or anyone representing a response are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the 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.

The "No Lobbying Condition" is in effect from the date of publication of the ITB and shall terminate at the time the City awards the response and executes the contract, rejects all responses, or otherwise

takes action which ends the solicitation process.

24. RFQ EXPENSES

All expenses for making responses to the City are to be borne by the Contractor.

25. AWARD

Award will be made on an “item-by-item” basis or “all-or-none” basis, whichever is most advantageous to the City.

26. INSURANCE REQUIREMENTS

The awarded contractor shall procure and maintain for the life of this contract agreement insurance coverage obtained and written in the State of Florida of the following types and amounts:

- A. **Comprehensive General Liability:** The minimum amount of coverage shall be \$1,000,000.00 per person; \$2,000,000.00 per occurrence.
- B. **Automobile Liability:** The minimum amount of coverage shall be \$1,000,000.00, Combined, Single Limit for Bodily Injury and Property Damage Liability. This policy shall be an “Any Auto” or Comprehensive policy.
- C. **Worker’s Compensation Insurance:** Worker’s compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker’s Compensation Law. Employer’s liability insurance must be maintained in an amount not less than \$100,000.00.

Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor’s Agreement or Indemnity.

The City of West Palm Beach shall be named as additional insured on all applicable policies. Certification of Insurance covering the aforementioned insurance requirements shall be submitted prior to the signing of a contract and maintained current on file with the City of West Palm Beach during the contract period. Thirty days written notice must be provided to the City of West Palm Beach in the event of insurance cancellation.



ATTACHMENT 1 ADDENDA REGISTRATION FORM

Respondents shall complete and return this form to the Procurement Official prior to **5:00 P.M. EST, September 21, 2011 in order to receive addenda(s)**. Fax: 561-822-1564

It is the responsibility of the Respondent to ensure receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____ City: _____ State: ____ Zip: _____

Telephone : (____) _____ Fax: (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail



ATTACHMENT 2
RESPONDENT INFORMATION
(Complete and return with your document.)

Company Name: _____

Authorized
Signature: _____
Signature Print Name

Title: _____

Physical
Address: _____
Street
City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Federal Identification No.: _____

Company is a certified Small Business with City or Palm Beach County: ___ Yes ___ No
If yes, attach copy of Small Business Certification.

Please Supply Contact Person

Name: _____
Print Name and Title

Telephone: _____ Fax: _____

Email Address: _____

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.

12. 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 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 (Print and Sign Name)

Notary Stamp:

Print Name: _____

My commission expires: _____

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 4

AFFIDAVIT OF NON-COLLUSION AND PUBLIC ENTITY CRIME

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)

Consultant firm that has submitted a proposal in response to the above-referenced RFP;

2. Such proposal is genuine and is not collusive or sham;

3. Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham proposal in connection with the contract for which the referenced RFP has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, consultant, firm or person to fix the price or prices in the our proposal or of any other proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Respondent is also an employee of the City of West Palm Beach: _____ (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Respondent firm or any of its affiliates or subsidiaries: _____ (if none, write "None").

8. Neither the Consultant nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Consultant firm, or any affiliate or subsidiary of the firm has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Consultant's proposal.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Non-Collusion and Public Entity Crime was acknowledged before me this

_____ (Date)

By: _____

_____ Who is personally known to me or

_____ Who has produced _____ as identification and

who (did/did not) take an oath.

Notary Public (Print & Sign Name)

Commission No. _____



DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent's Signature

Date



Procurement Division/Small Business Program
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401-4702
 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 response/proposal.**

SECTION I. General Information

Respondent or Proposer's Name: _____
 Preparer's Name: _____ Title _____
 RFQ Title: _____ Project Number: _____
 RFQ Number: _____ SB Goal (if established): _____ %
 Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have 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 Response	Percent of Dollar Value Total Response
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

Form SB02

Subcontractors Listing

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

RFQ Title: _____ RFQ No.: _____

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

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

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

Form SB03

Letter of Intent

Instructions: The Respondent/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the respondent/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: _____

RFQ Title: _____

RFQ 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: _____