



"The Capital City of the Palm Beaches"

Procurement Division

400 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Phone: (561) 822-2100
Fax: (561) 822-1564

Request for Quotation
RFQ 11-12-301
(Revised)

Executive Search Firm Chief of Police

The City of West Palm Beach hereby solicits quotes from responsible and qualified firms to perform recruitment and placement services for an Executive Search for a Chief of Police.

Bid documents can be acquired electronically and free of charge by logging onto the City's website at:

http://www.wpb.org/procurement/procurement_opportunities.php

All responses must be submitted in a sealed envelope and must be received on or before **3:00 p.m. on Monday, October 24, 2011**. Responses must be submitted to the following address:

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

The envelope must be clearly marked in the lower left-hand corner with the Company's Name, the RFQ number, title, and due date.

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

PUBLISH: Palm Beach Post
October 16, 2011

SCOPE OF SERVICES

1. Defining the position profile
 - a. Meets with Mayor, Commissioners, City Administrator and various community groups to identify knowledge, skills and abilities needed and wanted, experience, education, and training and identify challenges for the new Chief, the needs of the local community and what is to be accomplished short and long range.
 - b. Based upon the above mentioned meetings identifies a referred management style and personal traits; demonstrated performance criteria and previous accomplishments of the successful candidate.
 - c. Develops a professional recruitment brochure that will include information on the City, Department, challenges and issues, the position and selection criteria.
2. Sourcing Qualified candidates
 - a. Advertisement to be placed on professional journals, newspapers, and specialty publications. Diversity oriented publications need to be included.
 - b. Conduct referrals and cold sourcing.
3. Evaluating Prospective candidates
 - a. Preliminary screening and progress report: Based on education, experience, technical knowledge, accomplishments, management style, personal traits, any other criteria included in the “recruitment profile”.
 - b. Include information on any litigation the candidate may have pending or has been involved in. Include any EEO issues/complaints/charges that are pending or are in the candidate’s history.
 - c. Meet with City to provide progress reports on number of semifinalist candidates and recommend a narrow the list of semifinalist.
 - d. Provide the City with (preferably electronic) copies of all resumes/ applications received during this search
4. Selection and Employment
 - a. Personal interviews of semifinalists conducted by executive recruiter.
 - b. In-depth background screening to include credit check, criminal & civil history, driving records, college degrees and other related professional certifications, internet character search, and a detailed and extensive reference check of the candidate’s job performance, management style, personal traits and other any additional factors as they relate to this position. This will be accomplished by speaking directly to individuals who are in positions to evaluate the candidate’s job performance, management style, personal traits, etc.
 - c. Present final report with recommendations of finalists to be interviewed by City’s staff and other selected panel members. Reports will include:
 - i. Education and experience information
 - ii. Evaluation of candidate’s experience relative to selection criteria
 - iii. Summary of reference comments
 - iv. Statement of accomplishments and management style

- v. Present salary/compensation for each candidate including salary expectations.
 - d. Notify all candidates not selected for interview with the City.
 - 5. Include a list of all municipalities where the firm has placed a Police Chief in the last five (5) years. Must include community size/population, number of employees (sworn and civilian) in the Police Department, size of budget responsibilities, and name of a city contact. Also identify if the recruited candidate is still employed at their respective municipality and if not, provide the reason for leaving.

If you are a certified Small Business with Palm Beach County or the City of West Palm Beach, please attach a copy of your certification letter.

ADDITIONAL TERMS AND CONDITIONS

Upon Notice of Intent to Award, the Bidder will be required to provide a Certificate(s) of Insurance and a Certificate of Registration for engaging in business from the City; as such documents will be required prior to execution of a Contract.

1. INSURANCE REQUIREMENTS (AS APPLICABLE):

The awarded Vendor shall obtain and maintain insurance coverages pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach and the City with certificates of insurance evidencing liability coverage as follows:
 - 1. Professional Liability – Minimum \$1,000,000.00 limit.
 - 2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - 3. Automobile Liability – Minimum \$1,000,000.00 limit.

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

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

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

3. LOBBYING PROHIBITED

As to any matter relating to this request for quotation, respondent or anyone representing a respondent 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 request for quotation. 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 subfirm or consultant of the team. All oral or written inquiries are to be directed to the Procurement Division. 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 issuance and shall terminate at the time the City signs final award contract(s) for the request for quotation, rejects all quotations, or otherwise takes action which ends the solicitation process.

4. SUBMITTAL INFORMATION

Quotes shall be submitted to the Procurement Division at the time and date specified. 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 quotations must be submitted on the provided "Price Schedule Form."

All RFQ's 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 QUOTE.

Respondents shall not be allowed to modify their quotes after the opening time and date. Quote files may be examined during normal working hours, after quote opening, by appointment only.

Time is of the essence and any RFQ received after **3:00 p.m., Monday, October 24, 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.

5. CLARIFICATION/INTERPRETATION AND ADDENDA

No interpretation or changes to the meaning of the request for quotation will be made to any respondent orally, except by written addendum. All questions regarding this request for quotation should be submitted in writing to:

City of West Palm Beach, Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Fax: (561) 822-1564
Email: 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 request for quotation and shall modify and become part of the request for quotation document.

6. FEDERAL AND STATE TAX

The City 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 firms doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Firm be authorized to use the City's tax exemption number in securing such materials.

7. 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 firm/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Request for Quotation.
- c. The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.
- d. This Request for Quotation shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, quotation 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.

8. EEO STATEMENT

Equal Opportunity: The City 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, sex, age, or national origin.

9. CONFLICT OF INTEREST

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

10. NON-COLLUSION

Respondent certifies that their quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation 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, and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City.

11. SELECTION OF RESPONDENT WITH WHOM TO CONTRACT

The selection of a respondent with whom to contract for a procurement solicitation shall be based on the best value to the City as provided in Section 66-71 of the City Code of Ordinances.

12. ACCEPTANCE/REJECTION OF QUOTATIONS - AWARD

The City reserves the right to accept or to reject any or all quotations 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 also reserves the right to reject the quotation of any respondent 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, reissue the solicitation. Nothing herein will prevent the City from making multiple awards.

The City reserves the right to require respondents to submit evidence of qualifications or any other information the City may deem necessary.

13. 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.

14. QUOTE FORMS

All quotations must be submitted on the City's Price Schedule Form provided. Quotations submitted on respondent's quotation forms shall not be accepted.

15. RESPONDENTS RESPONSIBILITY

Each respondent is required, before submitting their quotation, to carefully examine the request for quotation specification and to completely familiarize themselves with all the terms and conditions that are contained within this quotation. Ignorance on the part of the respondent will in no way relieve them of any of the obligation will be interpreted according to the laws of Florida.

16. RESPONDENTS PRICING

Respondent warrants by virtue of quoting that price shall remain firm for a period of ninety (90) days from the date of solicitation opening. **Quotations 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. Respondents should reflect any discounts to be considered in the unit prices quoted.

17. PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this request for quotations.

18. INVOICE & PAYMENT DOCUMENTATION

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Invoices must bear the purchase order number.

The invoice shall contain at a minimum the City's purchase order number, product and/or service description, unit price, quantity, location of work, name of City employee who authorized work.

Invoices shall be submitted to City of West Palm Beach, Accounts Payable, PO Box 3366, West Palm Beach, FL 33402.

19. FLORIDA PROMPT PAYMENT ACT

1. Proper Invoice

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

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

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

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

2. Dispute Resolution

In the event a dispute occurs between a firm, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City

such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

20. BANKRUPTCY/INSOLVENCY

At the time of submittal of quotation, respondent shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

21. INDEMNIFICATION

Respondent agrees to protect, defend reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Firm's performance under this Agreement, Respondent's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Firm an any breach of the terms of this Agreement; provided however, the Respondent shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Respondent can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Respondent's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Respondent; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the firm under this contract; as is considered necessary by the City, may be retained for the use of the City, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

22. INDEPENDENT FIRM RELATIONSHIP

The successful respondent(s) is and shall be, in the performance of all work, services and activities under the contract, and independent firm and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the respondent's sole direction, supervision and control.

23. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

24. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City 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.

as a commission, kickback, reward or gift, directly or indirectly by me or any member of Proposer firm or by an officer of the corporation.

11. 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.

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 RFQ 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 Stamp: Notary Public
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.

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 RFQ;

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 RFQ 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

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

5. 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").

6. 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 quotation 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. _____

LIST OF REFERENCES (For similar work as listed in the scope of work above)

(1) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(2) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(3) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(4) Name of Company: _____

Address: _____

Contact: _____ Email _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

PRICE SCHEDULE FORM

<u>Description</u>	<u>Quantity</u>	<u>Total Cost</u>
1) Advertising/Outreach	_____	\$ _____
2) Recruitment Services (Non-advertising) (i.e. background, education verification)	_____	\$ _____
3) Pre-Screening Interviews	_____	\$ _____
4) Travel Costs	_____	\$ _____
5) Final Placement Cost	_____	\$ _____
	Grand Total	\$ _____

The cost may be only the Final Placement Cost or a listing of all the cost associated with the recruitment. The total cost cannot exceed 10% of the negotiated salary.

Company Name: _____

Contact Person: _____

Authorized Signature: _____
Signature Printed Name Date

Address: _____

Phone: _____ Fax: _____

Reference State/Local Govt. Contract Name/Number (if applicable): _____