



"The Capital City of the Palm Beaches"

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

RFP 11-12-203 (Re-bid)

ENGINEERING AND CONSULTING SERVICES
FOR WATER AND WASTEWATER MASTER PLAN

The City of West Palm Beach Public Utilities Department is soliciting proposals from qualified firms to provide technical engineering services for the evaluation of the City's Water Distribution and Wastewater Collection Conveyance Systems to create a Utility Master Plan.

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

Sealed proposals are due at 3:00 p.m. on Friday, December 30, 2011. Any proposal received after the due date and time specified will be returned unopened.

All proposals must be submitted to:

City of West Palm Beach, Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Attn: Althea Pemsel, MA, C.P.M.

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

PUBLISH: Palm Beach Post
December 11, 2011

TENTATIVE SCHEDULE:

Listed below are the tentative dates and times for the project. The Procurement Division may change any of these dates or times to accomplish the project.

<u>ACTION</u>	<u>COMPLETION DATE</u>
RFP Issue Date	Dec. 11, 2011
Final Questions Due	Dec. 19, 2011
Proposals Due	Dec. 30, 2011 at 3:00 p.m.
Initial Proposal Review	Dec. 30, 2011
Vendor Meeting/Interviews (If Necessary)	Week of Jan. 9, 2012
Selection of Proposers	Week of Jan. 9, 2012
Contract Negotiation	January, 2012

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INSTRUCTIONS FOR SUBMITTALS:

1. Preparing Proposal for Submission:

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. The Proposer will in no way be relieved 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 required pages are included in the submittal package.

Proposers shall submit one (1) original, five (5) copies and one (1) electronic version of the proposal. All Proposals must be typed or legibly written in ink, and must be signed in ink by an officer or employee having the authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Proposals shall be presented in a clear and concise format, on 8 1/2" x 11" papers. Each numbered tab shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix. Proposers are asked to limit marketing materials and excess verbiage to their qualifications for evaluation.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Firm's name, RFP number, title, due date and time specified.

2. Proposal Formatting:

The Proposal must be divided into separate sections by tabs numbered as follows:

1. Proposal Cover Letter
2. Company Information, Attachment A
3. Administrative Section/Resume
4. Experience and Past Performance
5. References, Attachment B
6. Fee Schedule, Attachment C
(The Fee Schedule must be submitted in a separate sealed envelope and the Company's Name, Proposal Number and Fee Schedule must be clearly stated on the envelope).
7. Narrative of Approach, Attachment D
8. Alternate Proposal, Attachment E
9. Representations and Disclosures, Attachment F
10. Small Business Participation Forms, Attachment G

Each proposer is responsible for reading the entire document to ensure compliance. Detailed information regarding each proposal section is set forth below.

1. Proposal Cover Letter

A proposal cover letter is required. The cover letter shall be no more than one page and the letter must be signed by an individual authorized to bind the company. Failure to meet this requirement may result in disqualification.

2. Company Information, Attachment A

Indicate the State in which Proposers firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. State the total number of persons employed by the company; and, the total number of persons presently employed at the office location which will handle this project.

3. Administrative Section/Resumes

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

4. Experience and Past Performance

Provide information sufficient to evidence Proposer meets the minimum experience and past performance requirements. Demonstrate work experience in related fields as identified in the scope of work for a minimum of three (3) years from the due date of this RFP.

5. References, Attachment B

Provide three (3) references from clients similar in size and scope to services specified herein, for work performed within the last three (3) years. These references must include, at a minimum: name of company, contact person, address, phone and fax numbers, scope of work performed, number of staff assigned to the project, start and end dates of the service and the dollar amount of the contract. The reference person must be informed that they are being used as a reference and that the City may check references.

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

6. Narrative of Approach, Attachment D

The Proposer shall evidence its understanding of the project/study and shall describe in narrative format its proposed means and methods for completing the project or study.

7. Fee Schedule, Attachment C

The Fee Schedule shall be based on the required services stated in the Scopes of Work.

(The Fee Schedule must be submitted in a separate sealed envelope and the Company's name, Proposal Number and Fee Schedule must be clearly stated on the envelope).

8. Alternate Proposal, Attachment E

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

9. Representations and Disclosures, Attachment F

By responding to this Proposal, the Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project.

10. Small Business Participation Forms, page 33, Attachment G.

By responding to this Proposal, the Proposer shall make the following representations and disclosures:

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.

1. 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.
2. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.

INTRODUCTION

The City of West Palm Beach Public Utilities Department is requesting technical engineering services for the evaluation of the City's water distribution and wastewater collection conveyance systems to create a utility Master Plan. The Master Plan will identify deficiencies, review historical information, and make recommendations with regards to the utility system, including five year capital improvement projects to enhance and improve the water and wastewater systems of the City.

The City desires firms with technical skill set and prior water and wastewater master planning knowledge of a system that does not have a previous master plan for guidance.

BACKGROUND

City of West Palm Beach Public Utilities would like to evaluate its source water, water transmission, distribution system, wastewater collection pumping and transmission systems to identify improvements that would be beneficial to the operations of the systems in the next five years. This will assist Public Utilities with budgeting, scheduling, and prioritization of projects. Areas of concern identified by Public Utilities include, but are not limited to, fire flow coverage and capacity (water), reliability of system through redundant lines, evaluation of existing system in the downtown area to handle high occupancy (water and sewer), potential inflow and infiltration problems (I&I) and rainfall dependent I&I, lift station performance, standardization of equipment sizes (sewer) and adequacy of drainage facilities (storm water) that may be affecting the sanitary sewer system.

SCOPE OF SERVICES

Identify hydraulic restrictions, inefficiencies and operational issues within the existing water transmission and distribution system, wastewater collection, pumping, and transmission system.

Specific focus will be applied to:

1. Potable water distribution system efficiency and capability, including fire flow coverage and capacity evaluation.
2. Wastewater collection system flow evaluation including infiltration and inflow into sanitary sewer system.
3. Wastewater pump station run-times and hydraulic performance information review.
4. Force main capacity analysis using a desktop schematic and/or run time data.
5. Identify data gaps in the City's water system GIS database that will affect preparation of the Plan. Collaborate with City staff or perform necessary investigation and field work to obtain data needed for modeling and analysis associated with preparing the Plan.
6. Analyze the City's water and wastewater permits in conjunction with the operational characteristics and patterns of the respective water sources, determine allowable operational scenarios based on available water and identify any problematic constraints to either system.

7. Project emergency water storage requirements in each service zone and in total through each year of the planning horizon based on 72-hour power outage emergency scenario. Dead storage shall be discounted based on an assumption of no less than 20 psi minimum pressure at point-of-service under emergency water supply conditions.
8. Identification of potential problematic assets that may require a phased replacement program (e.g., leaking VCP pipes or deteriorated pump stations).
9. Provide a 5-year planning horizon with associated planning level budgetary guidance to meet refurbishment and replacement (R&R) needs identified during the study.
10. Evaluate water and wastewater system capacity in the downtown West Palm Beach area for estimated high occupancy (with the boundaries of the downtown area to be defined by the City).
11. Source water of the City, including the Water Catchment Area, “M” Canal, various control structures, Lake Mangonia and Clear Lake, emergency wells, ASR well, Renaissance Project, Cumberland well.

WATER DISTRIBUTION SYSTEM:

Hydraulic Model:

Use the existing water hydraulic model developed using InfoWater by Jacobs Engineering (provided by the City) to perform water system modeling analysis.

Existing Hydraulic Model Update:

Update the existing water hydraulic model to include some selected lines less than 6” not previously included in the model and provided by the City in GIS data format. The City will provide geocoded meter information with associated billing data for updating water demands for the following conditions:

- Existing Conditions- Maximum Day
- Existing Conditions- Peak hour
- Peak Hour Demand – Peak Season – To Include Irrigation Demand
- Fire Flow Demand – Under All Water Demand Scenarios
- High Occupancy Conditions- Maximum Day
- High Occupancy Conditions- Peak hour

The City requires calibration of the hydraulic model.

Fire Coverage and Fire Suppression:

Develop a simplified fire hydrant coverage map indicating existing approximate coverage areas of each hydrant based on Public Utilities criteria for various zoning areas. Also provide an approximate location of proposed new fire hydrants on existing water mains and for fire hydrants which may need new mains or an increased pipe

diameter to provide needed fire flows. Final fire hydrant locations and implementation priorities will be determined by the City.

Review the code requirements for fire suppression per land use. Identify the areas that do not meet the minimum flow or pressure requirements based on the code review and provide recommended fire hydrant locations and associated piping. Run model scenarios including recommended fire hydrant locations and associated piping improvements.

Demand Threshold:

Review the downtown area actual occupancy demands and determine future demands under high occupancy. Evaluate the water system performance in the downtown area under current base demands and future high occupancy. Provide anticipated demands for 2015, 2025, and 2035.

Evaluate the demand thresholds that can be supported by the transmission and distribution system under steady state peak hour conditions while providing a minimum level of service at various pounds per square inch (psi).

Develop system wide map identifying pressures on all transmission lines, (three hard copies and three digital copies).

System Reliability/Redundancy:

Develop water age analysis (excludes water quality). Evaluate the distribution system network and identify locations for network looping. Evaluate the proposed looped network improvements and re-run water age analysis for comparison purposes.

Identify important water transmission mains that can present a risk to the City in the event of a failure. Run steady state model analysis under peak hour conditions to determine the system performance level of service under failure conditions. The evaluation will be limited to ten (10) failure analyses.

Identify interconnection with neighboring utilities and evaluate the system performance under a Water Treatment Plant High Service Pump event failure with neighboring utility interconnection providing water supply to the system.

Run analysis under peak hour for existing conditions and verify if any areas in the system are deficient in meeting the minimum pressure level of service. Identify possible improvements and re-run the model including the proposed improvements.

Remote Storage Pump Station Capacity and Storage Tank Operations:

Evaluate the storage tank operations and remote pump station run times. Provide recommendations for storage tank operations and additional storage requirements and suggest best locations for any future storage tanks and pump stations. Evaluate the remote pump station capacity based on the water demands and storage required.

Distribution System Line Upgrades:

Evaluate existing water distribution and transmission lines and develop system plan and recommendations and schedule for upsizing small lines (6 inches and smaller) to minimum 8 inch ductile iron pipe lines.

System plan will include projected cost for water line replacements, including road repaving and any concrete repairs or replacement.

Identify water lines that are in easements and/or right-of-ways in alley ways or behind houses/buildings and develop a strategy and plan to move lines in front of properties in roadway easements, including any meters/boxes that are not located in front of properties.

Identify areas with meter boxes in sidewalks that can be relocated in to grassy areas within an easement or right-of-way.

Looping Water System:

Identify strategies and develop plan to loop water system to eliminate dead end lines.

WASTEWATER COLLECTION SYSTEM:

Hydraulic Model:

Develop a wastewater hydraulic model for the sanitary sewer collections system.

Develop system wide map showing all force main pressures, (three hard copies and three digital copies).

Model will be for the entire wastewater collections system, including force mains and gravity mains. The model must be calibrated.

The Wastewater Hydraulic Model is to include both gravity system and forcemain system.

Data Analysis:

Evaluate the last five (5) years of incoming wastewater to the Wastewater Plant from the West Palm Beach System to establish normal, wet and dry season flows for the West Palm Beach system.

Identify five (5) storm events to establish peak day and peak hour flows for the West Palm Beach system.

Estimate existing flow per basin based on system wide estimated peak day and peak hour conditions.

Evaluate the night flow information and domestic water consumption flow information for a specified period to identify basins with significant I&I.

Estimate the current rainfall-dependent I&I (RDI&I) response characteristics for the system during five (5) storm events.

The City will provide rainfall data to the selected firm.

Estimate projected base flow and maximum day flow for high building occupancy in the downtown area.

Evaluate the last five (5) years of historical System Sewer Overflow (SSO) information to characterize SSO's and identify overflows due to wet weather events and dry weather conditions.

The City will provide all SSO data to the selected firm.

Review Elapsed Time (E.T.) data for all lift station for the identified five (5) storm events and compare to E.T. data from an average flow day.

City would like for firms to suggest different software models which are available for wastewater analysis.

System Evaluations:

Evaluate pump draw down tests or SCADA derived pump flow information, manufacturer pump curves supplied by the City and E.T. data provided by the City to determine lift station performance. Confirm the evaluation results with identified problem areas that the system has experienced (e.g., surcharge conditions, pump station overloads, overflows, etc.) with City operations personnel.

All lift stations operations are on SCADA. Flows and pumping data are recorded.

Develop a prioritized schedule for basin and lift station evaluation.

Evaluate the pressurized force main system with the use of a desktop schematic for the existing system conditions.

Identify potential bottlenecks in the force main system and provide recommendations for possible system improvements.

Develop representative wastewater diurnal profiles/hydrographs for each lift station as part of the lift station evaluation.

Evaluate the pressurized force main system and lift station capacity in the downtown area for estimated high building occupancy conditions.

There are approximately 100 lift stations in the downtown area.

Review five (5) years of repair records on gravity main failures and identify areas where historic structural problems have been identified such as vitrified clay pipe (VCP) lines or concrete pipe have been installed. Provide repair options in specific areas where deteriorated or problematic pipe exists.

Repair records on gravity main failures are available in CCTV, CMMS (HyperWeb) data.

Evaluate potential for possible consolidating some of the lift stations in the system that are redundant and provide recommendations including a detailed analysis of the collection system performance for consolidation design that will enhance the sewer collections system.

Evaluate options for pump standardization. The evaluation must include recommendations for lift station upgrades.

Prepare standard criteria for the City's use in future design and upgrade of lift stations.

Review the existing Wastewater Plant headwork's discharge configuration and evaluate options for force main redundancy from the City sewer system to the Wastewater Plant. Provide recommendations for preventing backflow from the Wastewater Plant.

Review all City master lift stations and provide recommendations for redundancy under a risk failure event.

There are 15 master lift stations.

Review existing conflict structures (manholes, catch basins, vaults, etc.) and provide recommendations for repair where structural deficiencies are identified. Prepare a replacement and priority schedule for structural repairs at conflict structures.

Conflict structures are unknown cross-connections, other utilities in ROW, stormwater connections were found and expect there are more in the system.

Create a smoke testing program with protocols for smoke testing throughout the wastewater collections systems. Prepare a recommended phased smoke testing approach.

Identify sanitary sewer lines in easements and right-of-ways that have restrictive access and/or have objects or structures on top of or near the line and develop a plan to relocate lines and/or strategies to move the obstacles.

SOURCE WATER:

Review all permits, source water conveyances, and storage capacity. Recommendations for new source water, including new reservoir, wells, and reuse water.

COST ESTIMATES:

Provide Engineer's Opinion of Probable Cost for all recommended repairs and recommended system improvements or follow up evaluations for water distribution system and wastewater collections/pumping operations system.

The City is requesting hourly billing rates and the total project cost.

EXHIBIT A

PROJECT DELIVERABLES

The following is a list of deliverables that shall be provided to the City of West Palm Beach Public Utilities Department:

1. Provide meeting minutes for all scheduled meetings with CITY and monthly progress reports.
2. Include the following maps in the (draft and final) report (hardcopies and digital format).
 - Existing fire hydrant coverage map
 - City-wide recommended fire hydrant improvements map (approximate locations)
 - Water age comparison between existing system and recommended system loops map
 - Existing vitrified clay pipe mains map
 - City-wide wastewater collection improvements and evaluation map
 - Existing land use map
 - Future land use map
 - City-wide R&R map and improvement project schematics for Distribution System
 - City-wide R&R map and improvement project schematics for Wastewater Collections System
 - City-wide R&R map and improvement project schematics for Pumping Operations (Lift Stations)
 - System wide map identifying pressures on all water transmission lines, (three hard copies and three digital copies).
 - System wide map showing all sanitary sewer force main pressures, (three hard copies and three digital copies).

The City can provide land use data files in various GIS formats.

3. Shall provide one (1) digital copy of the Info Water modeling input and output data to the City.
4. Submit the following to the City:
 - Lift/Pump station pump standardization
 - Conflict Structure Improvements
5. Submit the following tables to the City:
 - One (1) table summarizing the recommended water distribution 5-year Evaluation/CI P/R&R.
 - One (1) table summarizing the recommended wastewater collection 5-year CIP/R&R.
 - One (1) table summarizing the hydrologic parameters for each hydrologic unit

- One table listing existing and projected drainage problem areas.

The City expects the selected firm to offer data/criteria details to determine what is best to formulate this data.

6. Cost estimates for all identified improvements, processes, refurbishment and replacements.

7. Prepare and submit seven (7) draft and seven (7) final copies of the Water and Wastewater Master Plan Report (hardcopies and digital copies).

PROPOSAL REQUIREMENT

It is the intent of the City to select one firm to provide the services required. Nothing in this RFP is intended to restrict the City in any way in the selection of the proposals that best meet the needs of the City. The City reserves the right to reject any or all proposals and to negotiate changes in proposals or best and final offers.

PROCUREMENT PROCESS

Addendum(s):

Addendum(s) will be posted on the City's Purchasing website:

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

It is the responsibility of each Proposer to ensure that all addendum(s) are received. The City will not be responsible for any addendum(s) issued that the company did not receive. Companies listed on the Plan-holder's List will receive an automatic notification when an addendum has been issued.

Questions

Any interpretation or changes to the scope or meaning of this Request for Proposal will be by written addendum.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) business days prior to the closing date. Questions shall be submitted to:

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

Contact regarding this RFP with the Mayor, any City Commissioner, officer or employee, other than the Procurement Division, is grounds for disqualification.

Submittal

Proposals are due on Friday, December 30, 2011 at 3:00 p.m. Proposers shall submit one (1) original, five (5) copies and one (1) electronic version of the proposal. Any Proposal received after the due date and time specified will not be accepted and will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement office.

Evaluation

The City will assemble an Evaluation Committee to evaluate the Proposals. Each Proposal will be evaluated individually. The Evaluation Committee will then rank the most advantageous proposal(s) meeting all the requirements of the City and make a recommendation for contract award(s). 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 City is not bound

by the recommendation of the Evaluation Committee. The Procurement Official may recommend the best overall responsive proposal.

MINIMUM QUALIFICATIONS

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

Item	Criteria	Minimum Requirements
1.	Experience	Five years of experience with at least three similar completed projects.
2.	Past Performance	Must have experience in Florida.
3.	Capacity	Must include specific examples of work completed.
4.	Representation and Disclosures	Respondent to provide all required representations and disclosures.
5.	Signature	Proposal is signed by an officer authorized to bind the firm.
6.	Timely Receipt	Proposal received in the Procurement Division prior to the due date and time specified.

EVALUATION FACTORS

An Advisory Committee may be established to review and evaluate all responsive proposals based on the factors listed below:

1.	Responsiveness of the proposal related to the scope of work.
2.	Experience and qualifications of the firm and staff to be assigned in accomplishing this project.
3.	Firm’s ability and capacity to complete this project
4.	Fee Schedule. (Submit in a separate sealed envelope with your firm’s name and proposal number)
5.	Responses of the client references.
6.	The degree of participation by qualified small businesses within the firm and/or subcontracts.
7.	Such other information as may be required or secured.

CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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.

RECORDS

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

PROTEST PROCEDURES

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

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

- a. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- b. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- c. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.
- d. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- e. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months
- f. Following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.
- g. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

TERMS AND CONDITIONS

RIGHTS AND PRIVILEGES

Rights and privileges granted by the City shall not be assigned or transferred in any manner whatsoever without written approval of the City Commission. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the City. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

LOBBYING PROHIBITED

As to any matter relating to this RFP, proposers or anyone representing a proposal 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 RFP. 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 proposer.

The "No Lobbying Condition" is in effect from the date of publication of the RFP and shall terminate at the time the City awards the proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

DISCLOSURE AND DISCLAIMER

This Request for Proposals (RFP) is being issued by the 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 a 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' 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 its 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 with 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. 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 resubmittal of proposals. All expenses in preparing the proposal and any resubmittals 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 agreements 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.

SMALL BUSINESS PROGRAM

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, 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 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 of Economic and Community Development is responsible for monitoring compliance with the SB Ordinance. Questions relating to the SB Ordinance requirements or procedures should be directed to: Small Business Division, 401 Clematis Street, 5th Floor, West Palm Beach, FL 33401, phone: 561-822-1200, Fax: 561-822-1564.

SMALL BUSINESS PARTICIPATION

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

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. The directory is intended to assist proposers/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In addition, proposers/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.

In accordance with the SB Ordinance, the SB Division has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

▪ **STATEMENT OF SUBCONTRACTOR PARTICIPATION**

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

* **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 Small Business Participation*. Submit this form with your proposal.

- **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.

DISCLOSURE OF PROPOSAL CONTENTS

All material submitted becomes the property of the City of West Palm Beach. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

PROMPT PAYMENT

The City of West Palm Beach abides by Chapter 218.70, Local Government Prompt Payment Act 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.

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's publications, or other sources not connected with the City and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

SPECIAL TERMS AND CONDITIONS

CONTRACT AGREEMENT/COMPENSATION

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

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

TERM OF CONTRACT

The contract shall be for a one (1) year period with the option to renew for an additional one year period.

CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The contract will require the selected Proposer to hold the State of Florida, Division of Emergency Management and the City harmless against all claims of whatever nature arising out of this contract.

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

The selected Proposer will be expected to enter into a formal agreement at the time of contract award and/or execution.

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

TERMINATION

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

INSURANCE REQUIREMENTS

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

- A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach 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, is to be named as "Additional Insured" with respect to General Liability.

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

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

END OF RFP



ATTACHMENT A
COMPANY INFORMATION

Company Name: _____ FEIN: _____

State of Incorporation: Attach copy of Letter of Incorporation and/or evidence of authorization to do business in Florida

Address: _____

Street

City

State

Zip Code

Phone: _____ Fax: _____

Email: _____

Principal Contact Person & Title: _____

Phone Number: _____ Fax: _____

Number of Years Company in Business: _____ Total Number of Employees: _____

LOCATION OF OFFICE WHERE THIS PROJECT WILL BE ASSIGNED:

Address: _____

Street

City

State

Zip Code

Contact Person: _____

Print name

Title

Phone: _____ Fax: _____

E-Mail: _____ Cell: _____

Total Number of Employees at this location: _____

Project Manager: _____

Years with company: _____

Years of experience in providing the services requested in this RFP: _____

ATTACHMENT B
PROPOSER REFERENCES

PROPOSER: _____

List references for similar engineering projects completed within the last three (3) years

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Total Project Cost \$ _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Total Project Cost \$ _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Total Project Cost \$ _____

ATTACHMENT C

FEE SCHEDULE

The Fee Schedule must be submitted in a separate sealed envelope with your Company's Name, the RFP Number and Title clearly stated on the envelope.

NOTE: Pricing will only be opened from the Company that is ranked Number One. If a contract cannot be reached with Firm Number One, then the Second ranked firm will be considered and so on.

Company Name: _____

Authorized Signature: _____
Signature Print Name

ATTACHMENT D

NARRATIVE OF APPROACH

ATTACHMENT E

ALTERNATE PROPOSAL

ATTACHMENT F
REPRESENTATIONS
AND DISCLOSURE

RFP No: _____

STATE OF _____ }

} SS:

COUNTY OF _____ }

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2011__

by _____ (*name*) as _____ (*title*)

of

_____ (*Proposer firm*), and who is personally known to me

or produced _____

as identification.

Notary Public

Notary Stamp:

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.

Attachment G



Small Business Division
 200 2nd Street, 2nd Floor
 West Palm Beach, FL 33401
 Tel. (561) 822-1275
 Fax (561) 822-1279

Small Business Program
Statement of Subcontractors Participation

Instructions: List all the Small Businesses that will participate on this project/contract. **Only City and County certified Small Businesses** can be used to meet the goals established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Proposer's Name: _____

Preparer's Name: _____ Title: _____

RFP Title: _____

Project Number: N/A

RFP Number: 11-12-203 SB Goal (if established) 15%

Total Base Bid: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate on this project or contract.

Subcontractor's 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.		\$	%	%
Totals		\$	%	%

Preparer's Signature: _____ Date: _____



Small Business Division
 200 2nd Street, 2nd Floor
 West Palm Beach, FL 33401
 Tel. (561) 822-1275
 Fax (561) 822-1279

***Small Business Program
 Subcontractor's List***

Proposer's Name	Telephone	RFP Num.	Project Name
		11-12-203	

The Municipal Code requires the Small Business Division to compile and maintain information on **all subcontractors that submits bids** for City projects. Please fill out this form with the required information. **List ALL subcontractors** that submitted a bid/quote/proposal to you for this project, including those identified on the Contractor's Statement of Subcontractors Participation. State NONE, if none were sought/received. **Submit this form and with your bid.**

Omission of this form is cause for rejection of your bid/proposal

Company Name	Work Element	Contact Person	Telephone Number	For SB Office Use
1)				
2)				
3)				
4)				

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Small Business Division
 200 2nd Street, 2nd Floor
 West Palm Beach, FL 33401
 Tel. (561) 822-1275
 Fax (561) 822-1279

***Small Business Program
 Letter of Intent***

Instructions: The 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 Certified Small Business. **Only City and County certified Small Businesses can be used to meet the goals established for this project/contract. This completed form will be required before contract award.**

SECTION I. General Information

Proposer's Name: _____

RFP Title: _____

RFP Number: 11-12-203

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: _____

Name: _____ Title: _____

Signature: _____ Date: _____