



"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 Proposal 11-12-204

**PROFESSIONAL GEOTECHNICAL ENGINEERING
DESIGN AND MATERIAL TESTING SERVICES**

The City of West Palm Beach, Florida is soliciting experienced professional geotechnical engineering services for design implementation, recommendation and material testing.

Time is of the essence and any proposal received after **3:00 p.m., Monday, January 30, 2012**, 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 Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and the firm's name and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated. Interested parties may obtain a copy of this proposal by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at <http://www.wpb.org/procurement>.

PRE-PROPOSAL CONFERENCE (Not Applicable)

Proposer shall submit **one (1) original, five (5) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice to and proposals must be delivered or mailed to:

All proposals must be delivered or mailed to:

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

Envelope must be identified as RFP 11-12-204, Professional Geotechnical Services

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

PUBLISH: Palm Beach Post
January 8, 2012

TENTATIVE RFP SCHEDULE

Listed below are the tentative dates and times of the project in which the actions noted may be completed. If the Procurement Division finds it necessary to change any of these dates or times, the change will be issued by addendum. All dates are subject to change.

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

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1. INSTRUCTIONS FOR SUBMITTALS

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. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having 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 ½" x 11" papers, in English. Each tabbed set 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 to the statement. The proposer is asked to limit marketing materials and excess verbiage yet, sufficiently their qualifications, cost, and other information pertinent for evaluation.

Only one proposal may be submitted by each Proposer.

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 RFP number, RFP title, deadline date and hour for receipt of Proposals.

2. PROPOSAL FORMATTING

A. Registration: Registration previously submitted on Attachment A, as provided in this RFP.

B. Proposal: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Proposal Cover Letter
2. Administrative Section/ Resumes, Attachment B
3. Experience and Past Performance
4. Narrative of Approach & Implementation
5. Fee Schedule, Attachment D (Not Required or Applicable until after firms are Ranked Qualified) See Notes on Page 4.
6. Alternate Proposal, Attachment E (See note on 5 above)
7. Representations and Disclosures, Attachment F
8. Small Business Participation Forms, Attachment G

C. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 7 days of receipt of notice of intent to award.

This checklist is not to be construed as identifying all required submittals for this RFP. 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 containing the corporate name (if applicable), name, principal address, telephone number, fax number, website and email address of Proposer and principal contact person. The cover letter shall be no more than one page.

This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

2. Administrative Section / Resumes

Include **Proposer's Information Page (See Attachment B)** in this section. Indicate the State in which Proposer's firm is incorporated or organized.

State the total number of persons employed by the company; and the total number of persons presently employed at the office location identified on which will service the account.

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.

3. 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.

Include **Attachment C, References**. Provide three (3) references from clients similar in size to that of the City and nature of services specified herein, for work performed within the last three (3) years. These references must include, at a minimum: name of company similar in size to the City, contact person, address, telephone and facsimile numbers, staff assigned, number of months providing services and annual value of the contract. A reference person must be someone who has personal knowledge of the proposer's performance. The reference person must have been 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.

4. Narrative of Approach and Understanding

The proposer shall describe their understanding of how to create a plan that is unique, viable, reasonable, and responsive, and 2.) can be implemented by the City. Additionally, they shall address their understanding of any characteristics that are unique to this project. The proposer shall describe any factors viewed as a concern that may need to be addressed.

The proposal shall describe how the project will be commenced, initial procedures, the collection of data for design, scheduling, time frames, quality control, safety, coordination and administration of the project. The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, and shall address the following items in addition to those listed above:

- A. Overall approach and methods to achieve the goals of the plan
- B. Describe involvement of City staff
- C. Describe the firm's current work load
- D. Methodology intended to implement and accomplish the project
- E. Describe how they perform quality assurance for their projects
- F. Key personnel on proposed team including project director, project manager, and other key staff

assigned to the project

- G. For Small Businesses listed in order to achieve required goal, the proposer must describe v the specific tasks that said Small Business will complete

5. Fee Schedule ((Not Applicable until after firms are Ranked Qualified) See note on page 5, number 5.

6. Alternate Proposal

The proposer may provide an **Alternate Proposal - Attachment E**, for services. The alternate proposal may consist of how to provide services on an as needed basis.

7. Representations and Disclosures

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project or study.

By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit **Attachment F**.

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.**
- h. 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.
- i. 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.

8. Small Business Participation

For Small Business participation, describe the specific tasks that the identified Small Business (SB) will complete. Include all required forms included or referenced in this RFP. The Small Business forms are included as *Subcontractors List, Form SB01 and SB02* listed under Attachment G. These forms are as follows:

- a. SUBCONTRACTORS LIST
List **all** subcontractor and indicate there contract amount. All subcontractors that are SBEs must be identified to count towards Small Business Participation on this project to meet the Small Business Requirement. This form is due with your bid/proposal to the City. **Only City of West Palm Beach and Palm Beach County Certified** SBEs can be used to meet the established goal.
- b. LETTER OF INTENT (FORM SB 01)
Letter of Intent form must be completed for each Small Business subcontractor that is certified by the City or Palm Beach County Office of Small Business Assistance. This form must be submitted with your bid/proposal to the City. This form will be executed and made a part of the contract
- c. GOOD FAITH EFFORT (FORM SB 02)
This form is only to be completed when the goal cannot be met. This from must be completed with supporting documentation and included with your bid submittal to the City. Form SB 02 may be obtained by downloading from the Procurement Division website at <http://www.wpb.org/procurement/forms.php>. If you have any questions, please contact Tiffany Neilly-McCray at 561-822-2100.

If the Small Business Participation goal cannot be met, Proposers must document their efforts to comply and submit a *Good Faith Effort Form SB02*.

The Small Business Ordinance provides that compliance with the small business goals shall be material criterion for selection.

Proposers are encouraged to reference the Small Business Division's website at www.wpb.org/sbiz for a directory of all currently certified small businesses. If you are unsuccessful in obtaining sufficient participation from the City's directory, through reciprocity with Palm Beach County, County-certified small businesses may be utilized in meeting the goal. The Palm Beach County small business directory is found at www.pbcgov.com/osba.

Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

1. INTRODUCTION

The City is seeking professional geotechnical engineering design services from a Certified Geotechnical Engineering and Material Testing Services firm for design implementation, recommendation and material testing. The Firm will be called upon on an as needed basis for various projects throughout the City of West Palm Beach.

2. SCOPE OF WORK

Geotechnical Engineering Analysis and Evaluation: The type of projects will range from investigations for sidewalk and curb replacements, utility pipe replacement, and roadway construction, to building foundations, geotechnical reports and any other related tasks as may be deemed necessary by the City. The selected Firm(s) shall be used to recommend the type and nature of tests for each specific project. In addition, the selected firm will be required to participate in a limited number of meetings with City Staff, their consultant and various governmental agencies. The level of engineering evaluation services will vary by project.

The selected firm(s) will enter into an Annual Contract with the City for a duration of one (1) year. At the sole option of the City, the contract may be renewed for up to four (4) additional twelve month periods. Options to renew will only be effective upon mutual written agreement.

As Needed Field Sampling and Testing: The Firm will be called upon on an as needed basis for various projects throughout the City of West Palm Beach. Typically, testing services will be used to verify compliance with project specifications for concrete, asphalt, soils and other construction materials. Commonly requested services may include, but is not limited to, those listed below:

- A. Environmental soil and groundwater sampling, monitoring, and testing
- B. Dewatering Monitoring (Water quality sampling for turbidity screening and analysis)
- C. Soil Testing Services (Density testing, laboratory Proctor, Limerock Bearing Ratio (LBR), Florida Bearing Ratio (FBR), Sieve Analysis, etc.)
- D. Field exploration services for Structures
- E. Field exploration services for Roadway (Auger profile borings, permeability tests, pavement cores, pavement condition survey, etc.)
- F. Laboratory services (Limerock Bearing Ratio, Moisture Content test, Atterburg Limit, Grain Size Distribution, etc.)
- G. Concrete and asphalt inspection and testing services
- H. Structural concrete sampling and testing

The tests shall be performed in accordance with the current ASTM and AASHTO standards, applicable to each test. All testing shall be analyzed and returned to the City in a formal report. The report will include the supervising professional engineers seal for certification and all testing standards that were adhered to. The compensation for each test shall be at a negotiated compensation rate, per test.

All reports, inspections, etc, shall be signed and sealed by a professional engineer licensed in the State of Florida. Funding for this project will be provided from the originating department within the City. At the time of preparation it is anticipated the first year of work on this contract will amount to approximately \$75,000 in services.

3. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions, and specifications desired by the CITY to receive proposals for professional geotechnical engineering services. It is the intent of the City to select up to three firms to supply the services necessary. 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.

Proposers must exhibit considerable relevant experience with any or all of the respective types of work and should emphasize municipal experience and capability of the particular personnel who will actually perform the work. Preference will be given to Proposers with skill and experience in geotechnical engineering services and with capacity to perform in terms of personnel, facilities, and financial viability. Up to three Proposers may be selected to perform the same professional services on an as-needed basis or a firm may be selected for one or more types of professional services. Additionally, Proposers may be requested to sub-contract with other appropriate professional firms on an as-needed basis.

- a. Firms shall provide an organizational chart for the office proposed to perform the work and submit resumes for key staff.
- b. Firms shall identify three (3) representative projects performed within the last (3) three years and provide references for this work.

The City's Project Manager for the contract resulting from this RFP is Laura Le, who can be reached at 561-494-1093. The lobbying provision is still in effect upon issuance of this RFP and this information is strictly for use after the contract has been awarded.

4. QUALIFICATION REQUIREMENT

Proposer must be qualified as to its capabilities to execute and complete the applicable types of work. The qualifications can consist of actual work experience, certifications, professional staff and their credentials in addition references for similar or like projects related specifically to geotechnical engineering

5. PROCUREMENT PROCESS

1. Registration

Each Proposer is requested to **register** with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration form Attachment A and fax or email to the Procurement Division on or before **5:00 p.m., Monday, January 16, 2012**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

City of West Palm Beach, Procurement Division
Fax: 561-822-1564

2. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Althea Pemsel, Procurement Official at the address or fax number below. All responses to questions submitted in writing will be issued via addendum to the RFP to all Proposers who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than seven (7) business days prior to the closing date for submittal of Proposals, addressed to:

Althea Pemsel, MA, C.P.M. Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor / Procurement
West Palm Beach, FL 33401
E-Mail: apemsel@wpb.org
Fax: (561) 822-1564

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

3. Submittal

Time is of the essence and any Proposals received after 3:00 p.m., EST, Monday, January 30, 2012, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, ***Proposals not received by that time will be refused.*** The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

4. Evaluation

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal(s) meeting all the needs of the City and make a recommendation for contract award(s). The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

- a. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.
- b. At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require presentations from each Proposer before making the final selection. The presentations are not public meetings.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

6. MINIMUM REQUIREMENTS

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation. Proposers not meeting minimum requirements as determined by the Procurement Official will be disqualified. All decisions of the City are final.

Item	Criteria	Minimum Requirements
1.	Qualification	Proposer must be qualified in geotechnical engineering
3.	Capacity	Proposer can demonstrate that it has sufficient personnel, and financial resources to ensure prompt and efficient services to meet the City's needs; and ability to complete projects within budget and within time constraints.
4.	Past Performance	Proposer must have good references for prior projects as determined by reference checks. Proposer must have proven record of successful past performance with public agencies.
5.	Certification	Key project personnel have the appropriate licenses, registrations and certifications in the State of Florida.
6.	Representations & Disclosures	Provide all required representations and disclosures.
7.	Signature	The proposal must be signed by an officer authorized to bind the firm.
8.	Receipt	Received in the Procurement Division on or before the due date and time.

7. EVALUATION FACTORS

An Advisory Committee will be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

1.	Responsiveness	Overall technical approach; proposed methodology; demonstrated understanding of the scope of work and the requirements and quality control.
2.	Performance	Previous demonstrated experience and past performance in addition to capability and experience of key personnel.
3.	References	Responses of the client references.
4.	Background & Experiences	<p>Experience and qualifications in geotechnical engineering for municipalities. Proposer must possess a competent record of employment or history of contract service in professional geotechnical engineering and material testing.</p> <p>Proposer must demonstrate:</p> <ul style="list-style-type: none"> ◦ Past experience of the proposed team includes a minimum of three (3) years' experience in professional engineering services; ◦ In depth knowledge of geotechnical engineering; ◦ Negotiations with Federal, State, and Local regulatory agencies ◦ Familiarity with the City's environmental concerns ◦ Process Geotechnical and Materials Engineer Council (GMEC) certified laboratory ◦ Ability to perform as an expert witness in legal proceedings <p>Please provide a least three (3) references from projects representative of the elements listed above.</p>
5.	Project Management	Project Management Skills and the ability to stay within a budget and time constraints.

8. Alternate Approach

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 under Attachment E along with a narrative of the proposed approach its success in other areas and any details that would help to explain its profitability.

9. Contract

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

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 in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

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 supply the services necessary for successful completion of the services/work 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.

10. 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.

11. 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.

12. Fire Prevention

The contractor(s) shall conform to all applicable fire regulations and shall instruct employees in all applicable provisions as they apply to this contract.

Contractor(s) shall not store combustible supplies near possible sources of ignition. **Smoking is prohibited in front of customers.**

13. 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.

14. Protection Of Property

The successful contractor(s) shall guard against damage or loss to the property of the City or of other contractors or sub-contractors and, shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement, or replacement for loss or damage to property through negligence of the successful contractor(s) or their agents. The contractor(s) shall be responsible to safeguard all of their property such as tools and equipment while on site. The City will not be held responsible for any loss of contractor property due to theft or vandalism.

15. Damage To Persons Or Property

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor(s), and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

16. Safety

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract.

17. 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.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

18. 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.

19. ADDITIONAL REQUIREMENTS

1.1 General Schedule

Firm hours will be set upon mutual agreement between parties. The City reserves the right to maintain flexibility in the schedule for all facilities should anticipated shift or hours becomes unworkable due to unforeseen circumstances. The City reserves the right to add, delete and amend services and locations as necessary throughout the term of the contract.

The City is closed for eleven holidays and no service is required for most of these days. The following days shall be holidays for purposes of this contract: January first; third Monday in January; third Monday in February; last Monday in May; either the Friday before or Monday after the Fourth of July; first Monday in September; second Monday in October; November eleventh; fourth Thursday in November; Friday following Thanksgiving; December twenty-fifth.

In the event of a disaster, the proposer shall insure the safety and well being of all employees by ceasing performance. A disaster shall be defined as a public emergency, hurricane, flood or Act of God as mandated by the Mayor, State or Federal Government.

1.2 Standards Of Performance

Proposer(s) employees shall be equipped with the necessary equipment and supplies to carry out the proper performance required under project scope of work.

GENERAL TERMS AND CONDITIONS

1. Lobbying Prohibited

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

2. Ethics Requirements.

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

5. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

6. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

7. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

9. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

10. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

11. Ownership of Documents

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

12. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

13. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason

of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

14. Disclosures and Disclaimers

This Request for Proposals ("RFP") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives

warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right /to make any final determination of the applicability of the Public Records Law.

15. Florida Prompt Payment Act

a. Proper Invoice

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

- b.** 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);
- c.** the amount due, applicable discount(s), and the terms thereof;
- d.** the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

- e. the Purchase Order or Contract number as supplied by the City; and
- f. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

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

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

g. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

h. Procurement Card Program

The City of West Palm Beach uses the VISA Procurement Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of West Palm Beach's valued suppliers, your business can also achieve cost savings results by accepting Visa. Identified supplier benefits of this Program are:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept VISA.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT AGREEMENT/COMPENSATION

The fee (received after the firms have been ranked) for the services to be rendered will be negotiated with the Proposers selected on an hourly or task order basis, and the successful proposers will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful proposers shall act as an independent Contractor and at no time shall be considered an agent or partner of the CITY.

The Firm agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times. The CITY intends to contract with more than one firm and with firms of diverse work specialties.

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

2. TERM OF CONTRACT

The initial contract term shall commence upon final execution of the agreement and shall be for a minimum one (1) year period. The CITY reserves the right to extend the contract for four (4) additional one (1) year term(s) providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. Renewal will be based on performance. The CITY may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

Renewal(s) will be the obligations of the CITY under this Agreement and are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of West Palm Beach. The CITY need not include a funding out clause in the contract to avail itself of such legal right.

3. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this Request for Proposals will be made to any offeror orally, except by written addendum.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for proposals, addressed to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
(561) 822-2100
Fax: (561) 822-1564
E-Mail: apemsel@wpb.org

All questions will be answered via addenda in a questions and answer format.

4. PRIME PROPOSERS RESPONSIBILITIES

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

The successful proposers will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected proposers to be the sole point of contact with regard to contractual matters.

5. CONTRACT

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer. (notice of intent to negotiate)

Within 7 days of receipt of notice of intent to award a contract, a 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 in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

In the event the City desires Proposer's services beyond the design criteria phase, the parties shall execute an amendment to the Contract, for the additional phases of service. Such amendment shall contain the terms and conditions of City's standard contract for professional services. A copy of this form is available upon request.

6. TERMINATION

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

7. INSURANCE REQUIREMENTS

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

A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach and the City with certificates of insurance evidencing liability coverage as follows:

1. Professional Liability – Minimum \$1,000,000.00 limit.

2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
3. Automobile Liability – Minimum \$1,000,000.00 limit.

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

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

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

8. AWARD

Contract award shall be made the responsible Proposer whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The recommendation and ranking by the Selection Committee shall be approved by the Procurement Official. The Procurement Official may:

- a) Approve the recommendation of the Selection Committee and proceed with the award;
- b) Reject the recommendation of the Selection Committee and instruct the Selection Committee to re-evaluate and make further recommendations;
- c) Reject all proposals in reissue the RFP;
- d) The City also reserves the right:
 - to award multiple contracts among those submitting a proposal;
 - to issue or not reissue a subsequent Requests for Proposals;
 - not to select a candidate from those submitting a proposal;
 - not to negotiate a contract for any part of the work; and
 - to approve, disapprove, or cancel any or all work to be undertaken.
- e) In this RFP Process, the award decision will be made by the City and the City's decision shall be final.

Formal presentation by the proposers may be made before the City staff. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. Agreement negotiation will take place with the City staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the City may, at its sole option, withdraw this RFP. All decisions of the City are final.

9. NEGOTIATIONS

The Selection Committee, Procurement Official or selected qualified staff will conduct negotiations with the first ranked firm as determined by the Selection Committee. Negotiations are held to promote understanding of the City's requirements and facilitate arriving at a contract that will be most advantageous to the City taking into consideration price and the other factors set forth in the RFP.

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

10. REGISTRATION

Each Proposer is **required** to **register** with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration form attached as Attachment A, and fax or mail to the Procurement Official at the address noted below on or before **5:00 p.m., Monday, January 16, 2012**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

Althea Pemsel, MA, C.P.M., Procurement Official
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office: 561-822-2100
Fax: 561-822-1564

11. 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 of West Palm Beach. 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 successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

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

12. 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.

13. PRIOR OR PENDING LITIGATION

The Proposer shall disclose in their submittal, including proposed sub firms, the following:

Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub firms is or has been involved within the last three (3) years.

14. JOINT VENTURES AND PARTNERSHIPS

Joint Ventures and partnerships shall not be accepted by the City as either prime vendors or sub vendors for purposes of contract award under this RFP.

END OF RFP

ATTACHMENTS A – G

- A. REGISTRATION AND RSVP FORM**
- B. PROPOSERS' INFORMATION CE**
- C. PROPOSERS' REFERENCES**
- D. FEE SCHEDULE (Not Applicable, See Notes on Page 4)**
- E. ALTERNATE PROPOSAL**
- F. REPRESENTATION AND DISCLOSURE**
- G. SMALLL BUSINESS FORMS**

**ATTACHMENT A
REGISTRATION AND RSVP FORM**

Proposers shall complete and return this form to the Procurement Official prior **5:00 p.m. EST January 5, 2012, in order to receive any addenda(s) issued for this RFP.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

**ATTACHMENT B
PROPOSERS' 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

Telephone: _____ Fax: _____

Principal Contact Person & Title: _____

Contact Telephone Number: _____ Fax: _____

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

Office Location which would service account:

Address: _____
Street

_____ City State Zip Code

Contact Name: _____
Print name and Title

Cell Phone: _____ Fax: _____

E-Mail Address: _____ Tel: _____

Total Number of Employees at this location: _____

Project Manager: Name: _____

Number of years with company: _____

Number of years experience in the profession of the proposed service _____

Office Location: _____

ATTACHMENT C

PROPOSERS REFERENCES

PROPOSER: _____

List references for similar representative engineering projects provided 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 D
FEE SCHEDULE***
(Provided upon request after firms have been ranked)

<u>TYPE OF STAFF</u> (i.e. Project Manager)	<u>TYPE OF SERVICE</u> (i.e. CADD Drawings)	<u>HOURLY COST</u>
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____
7. _____	_____	\$ _____
8. _____	_____	\$ _____
9. _____	_____	\$ _____
10. _____	_____	\$ _____
11. _____	_____	\$ _____
11. _____	_____	\$ _____
12. _____	_____	\$ _____
13. _____	_____	\$ _____
14. _____	_____	\$ _____

Name of Company: _____

Authorized By: _____
Signature
Print Name

NOTE:
Proposer may offer different pricing than reflected above and it must be attached as Attachment D and labeled Alternate Fee Schedule. *See Notes on Page 4.

Each cost proposal will be based on the project needs and will be based on the actual cost, profit, and overhead cost. They will result in a not to exceed cost proposal based on the hourly rates above.

Extra sheets may be used as needed.

**ATTACHMENT E
ALTERNATE PROPOSAL
(Attach Alternate Proposals)**

**ATTACHMENT F
REPRESENTATION
AND DISCLOSURE**

RFP No. _____

STATE OF _____ }

COUNTY OF _____ }

} SS:

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

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

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

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 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
STANDARD FORMS FOR
SMALL BUSINESS PARTICIPATION
FORMS SB01-SB03**



Subcontractors List

Attachment G

Professional Geotechnical Engineering

Form SB02

Instructions: Complete the information below for subcontractor(s) you have invited to participate on this Project. Use additional sheets if necessary. For each Small Business listed below to meet the Small Business Goal, the **Letter of Intent** must be submitted with your bid/proposal response.

1	Firm Name & Contract Person	SBE Y/N	Address Street/City/Zip	Contact Information Phone/Fax/Email	Type of Services & Percentage (%)	Dollar Amount Subcontract Work
1						
2						
3						
4						
5						
6						

Total dollar amount to be awarded to subcontractors (this page) \$ _____

The above listed Subcontractors will become a part of the contract documents. Changes made to the above Subcontractors List after the contract has been executed must be submitted in writing to the Procurement Official for approval prior to that subcontractor performing any work.

Bidder/Proposer Name: _____ **SBE (Yes/No)** _____

Contact Name: _____ **Title:** _____

Authorized Signature _____ **Date:** _____

Note: Failure to complete this form may result in bid rejection.



LETTER OF INTENT
Attachment G
Professional Geotechnical Engineering

FORMS (SB 01)

Instructions: This form is not required for SBE Bidder/Proposer Certified by the City of West Palm Beach. This form must be completed for each Certified Small Business participating on the contract to meet the Small Business Goal and submitted at the time the bid/Proposal response is due to the City. This form will become a part of the contract documents. It is the responsibility of the Bidder/Proposer to verify that the undersigned is a certified Small Business performing the work. **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.

Bidder /Proposer Name: _____

Contact Name: _____ Position: _____

Email Address: _____ Telephone Number: _____

Solicitation/Bid Number : RFP 11-12-204 Bid Total: \$ _____

Small Business Participation

The undersigned Subcontractor intends to perform the work listed below.

	Type of Work to be Perform	Contract Amount
1	_____	\$ _____
2	_____	\$ _____
3	_____	\$ _____
4	_____	\$ _____
5	_____	\$ _____
Total amount to be awarded to subcontractor		\$ _____

Section below to be completed by Subcontractor to perform the work stated above.

Company Name: _____ Telephone Number: _____

Company Contact: _____ Position: _____

Signature: _____ Date: _____



City of West Palm Beach

GOOD FAITH EFFORT REPORT

FORM (SB 02)

Instructions: Please complete this form if your firm is unable to meet the Small Business Requirement. Enclose original copy along with the required documentation with your Bid/Proposal.

Bidder/Proposer's Name: _____

Contact Name: _____ Telephone No.: _____

Solicitation/Bid Title: _____

Solicitation/Bid Number: _____

In accordance with the Small Business Ordinance, contractors submitting bids or proposals to provide goods, services and construction to the City of West Palm Beach shall attempt to comply with the small business participation goal. In the event the goal is not achieved, the contractor must include with their bid/proposal evidence of good faith effort to achieve the goal. The City of West Palm Beach shall consider the following in determining good faith effort:

- Attendance at the pre-bid conference, if held: Yes No
- Was a list of Certified Small Businesses obtained from the City and/or Palm Beach County Office of Small Business (PBC-OSBA) website? Yes No
If not, please provide the reason.

- How did you contact the Certified Small Businesses? (Attach the documentation)
 Telephone Email Fax Other: _____

- How much time did you give Small Business to respond to your request for quotes?

- List the types of work you attempted to subcontract:

- Did you provide assistance or information to the Certified Small Businesses on how to access/review project plans, specifications, the ITP or RFP? Yes No If yes, please explain what assistance or information was provided.

7. List any Certified Small Businesses that submitted a quote for any type of work related to this project. If applicable, please explain why they will not be used on this project. (Use additional sheets if necessary)

Name of Company	Type of Work	Reason for Rejection
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Please explain if bonding or insurance was an issue in rejecting a quote from a Certified Small Business.

9. Have you as a contractor utilized Certified Small Business subcontractors on other (Public and Private Sector) contracts within the last six months? Yes No

Please provide any documentation that can support your answer.

For Informational Use Only:

Did you use the services of small business associations (community organizations, contractor's business groups), local, state and federal small business assistance offices; or other organizations that provide assistance in the recruitment and placement of small businesses? Yes No

If yes, please explain which organizations and provide written documentation.

The undersigned person hereby declares that the statements contained in this **Good Faith Effort Report** and all attachments which have been provided are true, accurate and complete, and include all material information necessary to support a finding of a good faith effort to achieve the Small Business Goal. The undersigned gives permission to any person and/or organization contacted by the City for the purpose of verifying the information contained in this **Good Faith Effort Report** to provide such information either orally or in writing.

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____