

REQUEST FOR PROPOSAL
FOR
CITY PLANNING RELATED SERVICES

RFP11-0025/ DB



Issued By:
Purchasing and Materials Management Division
City Hall at One City Commons
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Date of Issue: Thursday, December 9, 2010
Due Date/Time for Receipt of Proposals: **January 13, 2011, 2:00 p.m., Local Time,**
City of Orlando, FL

December 9, 2010

MEMORANDUM

TO: All Bidders/Proposers

FROM: Rhonda Scott, C.P.M., CPPO, FCCN, Director
Purchasing and Materials Management Division

SUBJECT: Important Update to eSupplier

The Purchasing and Materials Management Division is pleased to announce the introduction of the eSupplier Vendor Registration Service. This site provides self-service tools for vendor registration, account maintenance, email notification of bid opportunities, and downloading of solicitation documents at no charge.

The eSupplier System functions as a courtesy notification system, sending an email announcement to registered suppliers when a solicitation matches the commodity code that is selected during the registration process. This is also the same way you are notified of an addendum or change to a solicitation. Unless a supplier registers and downloads the solicitation directly from the City's eSupplier website, the notification system is not activated.

If your company received a hard copy of a solicitation or Addenda in the past, it is important to note that this practice has changed, you will not longer receive a hard copy of a solicitation or addenda; instead, you will be asked to download the solicitation directly from the City's eSupplier site. Please note that you must maintain and update your eSupplier vendor file with the proper contact and email information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:
<https://esupplier.cityoforlando.net/vendor/common/default.aspx> for current bid, and other information.

Should you have any questions, please contact the Purchasing and Materials Management Division at (407) 246-2291.

RS/ah

REQUEST FOR PROPOSAL INFORMATION

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposal. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposal. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award and other information:

A. The City of Orlando Purchasing and Materials Management Division's Website:

<http://www.cityoforlando.net/admin/purchasing/solicitations.htm>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

B. Direct link to eSupplier VendorLink Website:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

2. You may visit the Purchasing and Materials Management Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

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REQUEST FOR PROPOSAL FOR CITY PLANNING RELATED SERVICES

1.0 DESCRIPTION OF PROJECT:

The City of Orlando (City) is seeking proposals from qualified firms to provide city planning and related services for various City projects. Based on the proposals submitted and the evaluation criteria specified in Section 13, the City will select a primary and possibly one or more secondary firm(s) to provide continuing City planning and related services for various City projects.

2.0 BACKGROUND AND STATISTICAL INFORMATION:

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beach line Expressway.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

3.0 TERM OF CONTRACT:

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Director of the Purchasing and Materials Management Division or designee, at their sole discretion. If the Purchasing and Materials Management Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	Thursday, December 9, 2010
Non-Mandatory Pre-Proposal Conference	Monday, December 20, 2010 @ 9:00 a.m., Local Time
Cut-off date for Questions by Respondents	Monday, January 2, 2011 @ 5:00 p.m., Local Time
Proposal Due Date and Time	Thursday, January 13, 2011, 2:00 p.m., Local Time
Review and Evaluation of Proposals	February, 2011

5.0 MANDATORY MINIMUM QUALIFICATIONS:

The following mandatory minimum qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

- 5.1 The Proposer must have at least five years of experience preparing urban design plans, transportation plans, redevelopment plans, master plans, and other similar plans that address private and public property owners, street rights-of-way, infrastructure needs, and public space.
- 5.2 The Proposer must have at least five years of experience managing public meetings, preparing presentations and coordinating community outreach with local governments.
- 5.3 The Proposer must have staff, or the ability to sub-contract for staff, with at least five years demonstrated experience in the following areas of specialty: master site planning, urban design, transportation planning, sustainability and environmental planning, and infrastructure planning.

6.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS:

From time to time, the City needs to retain planning and related consulting services for a variety of miscellaneous plans, studies and planning related services. These plans, studies and services will be assigned as a specific task to accomplish a described scope of work. In general, the planning and related services assigned under the continuing services contract will include, but not be limited to, the following: site specific or area master plans, planning studies, analysis of planning data, urban design plans or guidelines, community facilities planning, transportation planning, street-level renderings and visuals, preparation of framework and/or guidelines for development, office and retail market analysis plus other economic generator studies (eg. education and cultural facilities development), financial analysis, assistance with planning-related public outreach and workshops, assistance with addressing changes to state planning requirements, analysis of strategies to improve energy efficiency and reduce greenhouse gas emissions in the built environment, and other related services as may be required. Assignments may include planning services for community vision plans, sustainability plans, master plans for City-owned property, transit-oriented development plans, analyses related to Developments of regional impact or other relevant projects. The planning consultant will be responsible for arranging for the services of specialized sub-consultants (subject to City approval), plus coordination of their respective activities and reports.

The City shall, from time to time at its sole discretion, authorize the Contractor in writing to provide services by means of services authorization ("Services Authorization") under the terms of the Contract entered into pursuant to this Request for Proposal (RFP). A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation which may be either based on Contractor's fee schedule or fixed price negotiated by the parties, and (4) the Deliverables, if any, which are the items to be provided to the City as a result of the services.

The City does not guarantee, warrant, or represent that any number or any particular type of project will be assigned to the Contractor under the terms of the Contract. Furthermore, the purpose of the Contract is not to authorize a specific project, but to set forth certain duties, obligations, rights and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The City shall have the sole discretion to select the project (s), if any that may be given to the Contractor. Any Contract arising from this RFP shall be a nonexclusive agreement.

The firm shall have extensive urban design, urban planning, transportation planning and community facilities master planning experience, knowledge of Orlando community facilities and related stakeholders, and knowledge of state planning requirements.

6.1 Personnel: Contractor agrees to retain the necessary qualified personnel acceptable to the City to perform the services for the City pursuant to the Contract. Contractor further agrees to promptly remove any personnel from performing services, as the City shall request in writing, (which request may be made by the City with or without cause), and promptly to replace such personnel with other of Contractor's personnel of comparable experience whom the City shall approve in writing. Contractor agrees to include a similar provision in its agreements with any and all sub-consultants.

6.2 Subconsultants:

6.2.1 Contractor shall have the right, with the City's prior written consent, which shall not be withheld unreasonably, to employ other firms to serve as subconsultants to prepare reports and studies plus consult in connection with Contractor's performance of any services.

6.2.2 Contractor agrees, at the City's written request (which may be made by the City with or without cause), to terminate promptly the services of any subconsultant and to replace promptly each terminated firm with a person or firm of comparable experience approved by the City in writing. Contractor further agrees to cause subconsultants to remove promptly any employees providing services as the City shall request in writing (which may be made by the City with or without cause), and to replace promptly each such employee with another employee of comparable experience acceptable to the City.

6.2.3 The City shall have no liability or obligation to subconsultants for services rendered pursuant to their agreements with the Contractor.

6.3 City's Responsibilities:

6.3.1 Furnishing Information and Instructions:

Examination of Documents. City agrees to consult with Contractor regarding the services to be rendered by Contractor, and to make available to Contractor information in City's possession concerning the services to be performed as Contractor may reasonably request.

Contractor can rely upon information provided by City where such reliance is reasonable. The City further agrees to examine all data, materials, plans and studies, calculations, estimates, drawings, photographs, reports, memoranda and other documents and instruments prepared by Contractor and delivered to City pursuant to the Contract within a reasonable time so as not to unreasonably delay Contractor in the rendering of its services, and to promptly notify Contractor if City observes any errors or other defects in such data, materials, plan and studies, calculations, estimates, drawings, photographs, reports, memoranda and other documents and instruments. City further agrees to notify Contractor promptly of City's time requirements and provide other instructions for the performance of services, and of any changes in such time requirements or instructions.

6.3.2 City Agent:

The City's Economic Development Director or designee shall act as City's agent with respect to the services to be rendered by the Contractor, shall transmit instructions, negotiate and enter into Services Authorizations, receive information, and communicate City's policies and decisions to Contractor regarding such services. The Economic Development Director shall approve in advance all key personnel to be used by Contractor or subconsultant(s) in rendering services pursuant to the Contract.

6.4 Example Project - Master Plan for a Transit-Oriented Development Site:

During the term of this Contract, the City will be working with regional, state and federal partners to implement SunRail, an extension of the downtown Lymmo circulator bus, high speed rail, and other related transit improvements. Planning for the land uses surrounding station areas will be a key component of leveraging investments in transit. One of the projects that may be assigned to the successful Proposer is the preparation of a Master Plan for the area surrounding an existing or planned transit stop. This Master Plan will incorporate principles of Transit-Oriented Development (TOD), provision of active ground-floor uses, pedestrian-oriented streetscaping, facilities and services to meet the needs of transit riders, and appropriate transitions to lower-density areas. The scope of work may include preparation of technical data, infrastructure evaluation, market analysis, completion of a master redevelopment plan, drawings and renderings to illustrate and support viability of the proposed transit-oriented development scenario. The Scope of Work may include attendance at public meetings for presentation and review of design opportunities. Additional planning related services may be included as mutually agreed upon between the Contractor and the City. The Scope of Work may change based on the location and size of the area being studied, patterns of property ownership, and the ability to build on previous planning efforts.

6.4.1 Example Scope of Work:

For information purposes, an example Scope of Work is set forth below, to provide a better understanding of the type of work expected.

- a. **Meetings.** The Contractor will meet with City staff on an as needed basis to review technical data, explore design options and conduct coordinated project management. The Contractor will be available for other meetings as required, possibly including public meetings for presentation and review of design opportunities, concepts and plans. The Contractor will produce an issues and opportunities document with supporting graphics outlining evaluation, analysis and stakeholder/public comments. The Contractor will incorporate stakeholder/public input into the plan and help build consensus for the plan.
- b. **Technical Data and Analysis**
Infrastructure Assessment – The Contractor will evaluate existing infrastructure serving the study area and define constraints to redevelopment. The Contractor will obtain base information from the City of Orlando, Orlando Utilities Commission (OUC), TECO or other public utility providers. Construction Cost information will be generated for relocation, demolition, grading, storm water management, utilities and roadway capacity improvements required to support the proposed transit-oriented development scenario. The Master Plan will incorporate an infrastructure report identifying constraints, estimated improvement costs and environmental impacts. Project and cost options will be tabulated in a format to allow the City to select or delete optional items.

Market Analysis – The Contractor will evaluate market opportunities in and around the study area for the following general land uses: sports, education, entertainment, residential, retail, office, hotel, light industrial, park, parking and other community use activities.

The analysis will address those activities that are physically possible, legally permissible, and financially feasible. The Contractor will produce a summary of land uses that appear to make sense for alternative transit-oriented development concepts and relevant analysis required to determine the subject property's highest and best use. The Master Plan will incorporate and illustrate recommended redevelopment concepts.

Transportation Analysis – The Contractor will review traffic and transportation related issues in and around the study area. This analysis will examine current and future year circulation to/from and within the study area, including transit, bicycle and pedestrian opportunities. Transportation services that support use of transit shall also be considered and may include car sharing, bicycle sharing, or bicycle stations. The Master Plan will incorporate and illustrate transit-oriented development concepts. Renderings will include street level concept treatment of access to facilities and planned streetscape/transit and intersection improvements along project corridors.

Review of Development Patterns and Plans -- The Contractor will review current and future development patterns, redevelopment plans and other relevant data in developing alternative transit-oriented development scenarios for consideration.

- c. Visioning – The Contractor will work with the City and stakeholders to develop visuals that support a vision.
- d. Master Plan – The Contractor will produce a Master Plan for the study area. The plan will synthesize input and evaluation into a viable and transit-oriented development scenario for the study area. Graphic renderings and diagrams will illustrate the overall planning and design concepts. An action plan will outline the steps and initiatives necessary for implementation of the ideas and concepts of the plan. The plan will respond to the goal of encouraging use of transit through coordinated land use planning. Deliverables include:
 - 1. Printed color report and one (1) digital copy of the report in a digital format specified by the City.
 - 2. Master Plan boards including land use plan drawing, street level concept vision renderings, surrounding site redevelopment, a typical streetscape and other street experience concept images.
 - 3. Conceptual design guidelines and principles that illustrate how facilities might address the transit stop, the public realm and create a pedestrian friendly environment.
 - 4. Infrastructure assessment, market analysis and transportation analysis documents in hardcopy and digital format.
 - 5. All other original boards and drawings produced throughout the project.
- e. Additional Services – Contractor may be asked to provide additional related services as mutually agreed upon between Contractor and the City. These additional services may include revisions to plan documents or other design studies.

6.5 Reporting/Time Frame:

Assuming a timely execution of the Contract, the final planning document should be prepared within a six-month timeframe, unless otherwise agreed to through the Scope of Work for each project. It is anticipated that the Contractor will consult with and apprise City staff on a regular basis as to the progress and status of the work, but no less often than weekly.

6.6 Examples of Previous Projects:

This Contract is expected to be used for projects similar to those funded under the previously approved RFP06-551 for Master Planning Services. Examples of projects funded by that contract include:

- a. Land Use and Infrastructure Plan for Downtown Venues. This project included stakeholder interviews, public meetings, mapping and photo documentation, land use inventory, infrastructure inventory, and development prototypes.

- b. South Downtown Redevelopment Plan. This project included mapping and inventory of existing land uses, assessment of multi-modal transportation opportunities, public meetings, and an area development plan.

7.0 FEE SCHEDULE:

- 7.1 The City will compensate the successful Proposer for the services according to the final negotiated Fee Schedule. All Proposers shall submit a Fee Schedule listing various types of personnel or services proposed and related billing rates. All rates listed on the Fee Schedule shall be inclusive of all costs and charges for the services and personnel including salary, social security, federal and state unemployment taxes, worker's compensation insurance, sick leave, vacation and holiday pay, retirement and medical insurance benefits, travel and subsistence, general and administrative overhead costs, quality control, profit, and any and all incidental reproduction (exclusive of agreed-to and authorized reimbursable costs as allowed in the City's Policy and Procedure Manual), secretarial, office support costs and all other costs. Furthermore, the City shall not be charged overtime wage rates, unless and only to the extent that the City may authorize such charges in writing. Extraordinary travel, if any, must be pre-approved by the Economic Development Director or designee and shall be reimbursed in accordance with Section 133.3 of the City of Orlando Policies and Procedures Manual.
- 7.2 The City shall have no obligation to reimburse Contractor for performance or expenses necessary to correct any project error or defect, except to the extent that such errors or defects were caused by incomplete, mistaken, or inaccurate data, information, instructions, or other specifications or directions provided to Contractor by the City (or its representatives).

8.0 PRE-PROPOSAL CONFERENCE:

- 8.1 Date
A **Non-Mandatory** Pre-Proposal Conference will be held at **The Purchasing and Materials Management Division, at City Hall at One City Commons, 400 South Orange Avenue, Agenda Conference Room, 2nd Floor, Orlando, Florida on Monday, December 20, 2010 at 9:00 a.m., Local Time, City of Orlando, FL.**
- 8.2 Purpose
The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Purchasing and Materials Management Division and a technical representative from the using department will be present to discuss the project and answer questions.
- 8.3 Oral Interpretations and Addenda
All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Purchasing and Materials Management Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

8.4 Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "B", include questions, Attachment "G", if any, and return via fax to:

David Billingsley, Senior Purchasing Agent
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32802-4990
Telephone: (407) 246-2897
Fax: (407) 246-2869

Email: David.Billingsley@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

9.0 **PROPOSAL DUE DATE AND TIME:**

9.1 Proposal Due Date

Sealed Proposals must be received at the Purchasing and Materials Management Division, not later than **2:00 p.m., Local Time, City of Orlando, FL, on Thursday, January 13, 2011**. Proposals received after this date and time, will not be considered.

9.2 Public Opening

Proposals will be opened and announced publicly in the Purchasing and Materials Management Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

9.3 Public Record

Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or within ten (10) days after the Proposal opening, whichever is earlier.

10.0 **PROPOSAL PREPARATION AND FORMAT:**

10.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

10.2 Proposal Reproduction

Please submit an original and eight (8) total copies of the Proposal package as follows: One (1) unbound clearly marked original and seven (7) bound exact copies and an additional complete copy in electronic format, e.g. single CD-ROM or memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

10.3 Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

10.4 Proprietary Information

- A. **In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.**

A generic notation that information is “confidential” is not sufficient. Failure to provide the Purchasing Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

11.0 REQUIRED PROPOSAL SUBMITTALS:Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP11-0025, REQUEST FOR PROPOSAL FOR CITY PLANNING RELATED SERVICES.**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.
2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.
3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Mandatory Minimum Qualification Documentation

Provide documentation as necessary for the City to verify that the mandatory minimum qualifications in Section 5 have been met. Documentation must be clear and specific.

E. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification" form", included with this Request for Proposal as Attachment "C", and submit the form with their Proposal. The form must be acknowledged before a notary public with notary seal affixed on the document. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

F. General Business Information

Proposals shall provide:

1. Legal Name of Proposer, the address of Proposer's principal place of business, phone number, fax number, name of principal in charge and email address.
2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.
6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

- G. Responsiveness to Scope of Services – Proposer must provide documentation that demonstrates their knowledge with assisting municipalities in the following tasks: writing policies and planning-related documents; preparing visual information including maps, posters and conceptual site plans; and providing background data and analysis to support written and visual information.

H. Proposer's Experience

Proposers must provide the following information:

1. Proposers shall submit a verifiable statement of the Proposer's experience providing city planning related services. Proposer must demonstrate their ability, capacity, and skill of the Proposer to perform the services in a timely manner, and as related to the Scope of Work as defined in this RFP.

Proposers shall submit examples of previous relevant projects that include a summary of the project, value and total hours worked by job classification.

The statement of experience should be supported by the references listed as Attachment "E", which shall be completed and submitted by the Proposer with its Proposal.

2. Lost Business

Provide a list of all contracts in which your firm was terminated for cause by a governmental agency.

I. Staff Experience

The Proposer shall submit a statement of experience and resumes of the professional staff who will be assigned to this contract. The statement shall include applicable certifications and licenses held by the professional staff.

J. Financial Stability

Proposers must provide the following information.

1. The Proposer shall submit its last three (3) fiscal years annual financial statements, including any company financial statement summaries, or alternative financial information, to include balance sheets and profit and loss statements.

The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

2. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

K. Fee Schedule

Proposer's price shall be submitted on the "Fee Schedule" form in the format provided. Complete, and return with the Proposal, the "Fee Schedule" form included as Attachment "H".

Proposal should provide a fixed-fee price breakdown for meeting all services requirements and implementing each phase of the Scope of Services as outlined. The fees shall include all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as, but not be limited to, travel, lodging, meals and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the fee.

There will be no separate reimbursement for such expenses under this total fee/total price arrangement.

Compensation shall be paid upon completion and acceptance of each components/phases/tasks of the project.

L. Minority/Women-Owned Enterprise Participation in Subcontracts

Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment "F."

12.0 DELIVERY OF PROPOSALS:

- 12.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Purchasing and Materials Management Director, at the address listed below. Proposals submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Purchasing and Materials Management Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing and Materials Management Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Purchasing and Materials Management Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Purchasing and Materials Management Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All bids shall be mailed or delivered to the office of Purchasing and Materials Management at the address listed below. Sealed bids are to be addressed as follows:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

12.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

12.3 Conformance to Solicitation

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City's ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled "Questions Regarding Solicitation or Proposal Process." If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

12.4 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

13.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered for each criteria is as follows:

- 13.1 Responsiveness to Scope of Services - This criteria will include, but will not be limited to, evaluation of Proposer's submittal of approach and knowledge of advising municipalities on city planning as defined in the Scope of Services of this RFP.
- 13.2 Experience of Proposer, including comparable experience - This criteria will include, but will not be limited to, Proposer's general statement of experience pertinent to the specifications of this RFP, references, financial stability, and lost business.
- 13.3 Assigned Project Team Experience - This criteria will include, but will not be limited to, evaluation of staff experience and expertise in related consulting services for city planning.
- 13.4 Minority and Women Owned Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "F."
- 13.5 Fee Schedule - This criteria will include, but will not be limited to, evaluation of the fee information submitted in Attachment "H."

EVALUATION CRITERIA	
CATEGORY	POINTS
Responsiveness to Scope of Services	35
Experience of Proposer, including Comparable Experience	30
Assigned Project Team Experience	20
Minority and Women Owned Business Enterprise - The degree of participation by City certified or recognized M/WBE in subcontracts	5
Fee Schedule	10
TOTAL:	100

14.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

- 14.1 Initial Review of Responses
The Purchasing and Materials Management Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

14.2 Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

14.3 Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

14.4 Optional Discussion

At the discretion and in the best interest of the City, the City may conduct discussions with Proposers or seek revision of Proposals from Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposal and prior to award of an Contract for the purpose of obtaining best and final offers.

14.5 Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

14.6 Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled “Evaluation Criteria” and submit the proposed rank order to the Director of Purchasing after the conclusion of scheduled presentations, if any.

Upon approval of the ranking by the Director of Purchasing, the Director shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled “Request for Proposal Information.”

14.7 Authority to Award

The Director of Purchasing has the authority to award Contracts with a dollar amount up to and including fifty thousand dollars (\$50,000.00). Contracts in excess of said amount shall be presented to City Council for final award.

14.8 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS**15.0 QUESTIONS REGARDING THE SOLICITATION OR PROPOSAL PROCESS:**

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (**including the Mayor and City Council**), department, division, office or employee of the City, and any Advisory Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Purchasing and Material Management Division. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated below. Questions must be received by the Purchasing and Materials Management Division on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to contact the Purchasing and Materials Management Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal. Direct all inquiries to:

David Billingsley, Senior Purchasing Agent
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32802-4990
Telephone: (407) 246-2897
Fax: (407) 246-2869

Email: David.Billingsley@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

16.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

17.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Director of Purchasing will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in Attachment "D" shall be completed and submitted with your Proposal.

18.0 APPLICABLE LAW:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: <http://www.cityoforlando.net/admin/purchasing/chapter7.htm> or by contacting the Purchasing and Materials Management Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code. As provided in Section 7.14 of City Code, "[a]ny actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may protest to the [Purchasing] Director within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto, provided the bid award or contract has not been approved by City Council, or the contract has not been fully executed if City Council approval is not necessary." Accordingly, with respect to any protest of the terms, conditions, procedures, specifications, or scope of services contained in this solicitation, including, but not limited to, any provisions governing the method of ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending the contract, an actual or prospective Proposer must provide the Purchasing and Materials Management Director with a written notice of protest within seven (7) calendar days after it knows or should have known of such provision.

19.0 CONTRACT:

The Contract form that the City intends to use for the award is included with this RFP as Attachment "A" for reference. While this draft Contract contains standard legal language and is not routinely modified, any exceptions to this standard Contract should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of this Contract shall only be valid if mutually agreed to in writing by the parties.

Upon approval of ranking of the Proposals by City Council, the City anticipates entering into good faith negotiations with the top ranked Proposer for a contract to perform the activities set forth herein. If negotiations with the top ranked Proposer are unsuccessful as determined by the City in its sole discretion, the City shall have the right, but not the obligation, to commence negotiations with the remaining Proposers in rank order until an agreement is reached with a Proposer.

The City does not guarantee that the City and any Proposer will be able to come to terms on an agreement and all such negotiations shall be at the Proposer's risk and expense.

20.0 EXECUTION OF CONTRACT:

Unless such time is extended by the City, the successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Purchasing and Materials Management Division, sign and enter into an Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

21.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing.

22.0 FISCAL YEAR FUNDING APPROPRIATION:**22.1 Specified Period**

Unless otherwise provided by law, an Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the Contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

22.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the Contract or otherwise recoverable.

23.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

24.0 FLORIDA PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

25.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, Contractor or other invoicing party shall conform to the following process:

- A. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. the amount due, applicable discount(s), and the terms thereof;
- C. the full name of the vendor, 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;
- D. the Purchase Order or Contract number as supplied by the City;
- E. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and 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.

26.0 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 Division 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.

27.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

28.0 INSURANCE / PERFORMANCE BONDS:

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposal, if any, must be in force throughout the term of the Contract ("Contract Term").

Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

29.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

30.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposal, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

31.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing and Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

32.0 RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Request for Proposal is by a Proposer whose principal place of business is in a county which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such county, then the City may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the county in which the most responsive and responsible vendor has its principal place of business.

33.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposal constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency.

Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

34.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into an Contract with the City of Orlando.

35.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

36.0 PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution 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 Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Payment within 48-72 hours
- 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 the VISA ePayable solution.

37.0 LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, a copy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/cfo/includes/161_3.pdf.

Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to an Contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the Contract and/or preclusion from future City Contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

A hard copy of the City's Living Wage Policy is also available at the Purchasing and Materials Management Division.

38.0 SOFTWARE LICENSES:

If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

ATTACHMENT “A”



THE CONTRACT

CONTRACT FOR CITY PLANNING RELATED SERVICES

THIS CONTRACT, made this ____ day of _____, 2011, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____ hereinafter referred to as the "Contractor", for the term specified herein as follows:

WITNESSETH:

WHEREAS, Contractor has been selected as the primary consultant to provide city planning related services to the City pursuant to that certain Request for Proposal 11-0025 issued Tuesday, December 7, 2010; and

WHEREAS, the parties desire to set forth the terms and conditions upon which such services shall be provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

I. SCOPE

The Contractor is to perform such work ("Work") as defined in Service Authorizations executed by the parties on a project by project basis and in the Request for Proposal and amendments thereto, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth. Notwithstanding any provision contained in the Request for Proposal, all Service Authorizations issued pursuant to this Contract shall be signed on behalf of the City by the City's Director of Purchasing or his designee. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto;
2. Service Authorizations;
3. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
4. City's Request for Proposal;
5. Contractor's Proposal

III. TERM OF CONTRACT

The period of this Contract shall be for thirty-six (36) months, beginning on _____, and ending on _____. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

Unless otherwise agreed to by the parties in a Service Authorization, the Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable.

Any prices specified in this Contract or Addendum hereto, will remain firm for the initial two-year term of this Contract or Addendum.

The total amount paid to Contractor under this Contract and all service authorizations related hereto shall not exceed five hundred thousand dollars (\$500,000) in the aggregate. No work shall be performed in excess of the not to exceed amount unless specifically approved in writing by the City's Director of Purchasing (or designee). Contractor acknowledges and agrees that any work performed in excess of the not to exceed amount shall be performed at Contractor's own risk if the prior written consent of the City as set forth above is not obtained.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION**A. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS**A. Patents and Copyrights**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States.

The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City may terminate this Contract at its convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Director of Purchasing may at his discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance**1. Indemnity**

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance Requirements:

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

(a.) Commercial General Liability Insurance:

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than Five-Hundred Thousand Dollars (\$500,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

(d.) Insurance Certificates:

The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City.

Said Commercial General Liability policy shall provide that the City be an additional named insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

G. Acceptance

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using City department of its satisfaction that the work for their respective department is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-consultant to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract.

Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-consultant for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously Copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event-giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first submitted in writing.

M. Familiarity With The Work

The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

It is understood that the execution of this Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ sub-consultants without the advance written permission of the Director of Purchasing.
- B. Assignment of this Contract shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.

- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.
As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PURCHASING AND MATERIALS
MANAGEMENT DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Director of Purchasing

Date: _____, 2011

RHONDA SCOTT, C.P.M., CPPO, FCCN
Name, Typed or Printed

Date: _____, 2011

CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____, as the _____, on behalf of
_____. He/she (is) personally known to me or (has) produced _____
(type of identification)

WITNESS my hand and official seal this _____ day of _____, 2011.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT “A”
REQUEST FOR PROPOSAL

EXHIBIT “B”

**SUCCESSFUL CONTRACTOR’S BID AND ANY
AMENDMENTS THERETO**

ATTACHMENT “B”



**PRE-PROPOSAL CONFERENCE
ATTENDANCE NOTIFICATION FORM**

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Proposal Conference will be held at The Purchasing and Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, Agenda Conference Room, 2nd Floor, Orlando, Florida on Monday, December 20, 2010 at 9:00 a.m., Local Time, City of Orlando, FL.

Please return this form by: Friday, December 17, 2010.

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
ORLANDO, FLORIDA 32802-4990
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposal, titled "Written Question(s)."

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

ATTACHMENT "C"



PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the Contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; that no officer, employee or agent of the City of Orlando or of any other Proposer is interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2011

NAME & TITLE, TYPED OR PRINTED_____
Signature of Notary_____
MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS_____
Notary Public, State of _____
Personally Known_____
CITY, STATE, ZIP CODE-OR-
Produced Identification _____(_____)_____
TELEPHONE NUMBER

Type: _____

(_____)_____
FAX NUMBER

DUNS Number: _____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The
City is not requesting individual social security numbers.)_____
E-MAIL ADDRESS

ATTACHMENT "D"



ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company

Signature

Title

ATTACHMENT "E"



REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT “F”



**MINORITY/WOMEN-OWNED BUSINESS
ENTERPRISE PARTICIPATION**

**MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE
PARTICIPATION IN SUBCONTRACTS**

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:

It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at:
<http://www.cityoforlando.net/admin/mbe/directory.htm>.

2. Submittal:

Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:

The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Official may prescribe. Monthly status reports shall be provided to the M/WBE Official at the request of the MBE Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The MBE Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the M/WBE Official. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract. For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprises Office
City Hall at One City Commons, 5th Floor
400 South Orange Avenue
Orlando, Florida 32801-3302
Telephone: (407) 246-2623

For the City's information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE UTILIZATION SCHEDULE**MBE UTILIZATION**

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

TOTAL MBE _____%**WBE UTILIZATION**

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %

TOTAL WBE _____%

ATTACHMENT “G”



**QUESTIONS REGARDING SOLICITATION
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS

Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: RFP11-0025 **DATE SUBMITTED:** _____

SOLICITATION TITLE: Request for Proposal for City Planning Related Services

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT “H”



FEE SCHEDULE FORM

FEE SCHEDULE

Provide hourly rates by category of professionals anticipated to be involved in providing city planning related services. The City is not obligated to engage any minimum or maximum hours during the life of a contract resulting from this solicitation.

<i>Item</i>		<i>PROFESSIONAL CLASSIFICATION BY CATEGORY</i>	<i>Hourly Rate</i>
1.	Per Hr	Principal/Director/Partner	\$
2.	Per Hr	Senior Planner	\$
3.	Per Hr	Planner	\$
4.	Per Hr	Planning Technician	\$
5.	Per Hr	Landscape Architect	\$
6.	Per Hr	Urban Designer	\$
7.	Per Hr	Transportation Engineer	\$
8.	Per Hr	Graphic Artist	\$
9.	Per Hr	GIS Specialist	\$
10.	Per Hr	Ecologist/ Environmental Specialist	\$
11.	Per Hr	Administrative Assistant	\$

Company Name (printed)

Authorized Signature

Printed Name

Date**NOTE:**

THE ABOVE HOURLY RATES ARE INCLUSIVE OF ALL COSTS AND ADMINISTRATIVE FEES AND ARE SUBMITTED TO ESTABLISH THE HOURLY RATES TO BE CHARGED FOR INDIVIDUAL PROJECTS.

NO WORK SHALL COMMENCE OF ANY PROJECT UNTIL A FIRM “NOT TO EXCEED” PRICE HAS BEEN ESTABLISHED AND ACCEPTED IN WRITING BY THE CITY OF ORLANDO AND A FULLY EXECUTED SERVICE AUTHORIZATION IS ISSUED IN ACCORDANCE WITH SECTION I. OF THE AGREEMENT AS PROVIDED IN ATTACHMENT “A” OF THIS SOLICITATION.