



"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION

401 Clematis Street, 5FL
West Palm Beach, FL 33401
Ph: 561-822-2100
Fax: 561-822-1564

REQUEST FOR PROPOSAL RFP # 08/09-128

PETROLEUM STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES

The City of West Palm Beach is soliciting competitive sealed proposals from qualified, experienced and responsible companies to perform monthly leak detection system inspections the City's registered petroleum storage tank facilities, in compliance with Chapter 62-761 Florida Administrative Code (FAC); as well as, provide monthly low sulfur diesel sampling, analysis and reporting to confirm delivery and use of diesel fuel with a sulfur content of 15 ppm or less in all diesel engines in accordance with recent Federal mandates. Diesel sampling will only be performed at one location, the Vehicle Maintenance Facility.

Time is of the essence and any proposal received after **2:00 p.m., Tuesday, August 25, 2009**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, date and hour proposals are scheduled to be received. Proposers are responsible for ensuring that their proposal is stamped by Procurement personnel by the deadline indicated.

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

All proposals must be delivered or mailed to: City of West Palm Beach Procurement Division, 401 Clematis Street, 5th Floor, Attn: Nora Lauder milk, Procurement Official, West Palm Beach, FL 33401.

ENVELOPE MUST BE IDENTIFIED AS RFP # 08/09-128.

BY:


Nora W. Lauder milk, FCCN
Procurement Official

PUBLISH: Palm Beach Post
August 2, 2009

PETROLEUM STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES

1. Purpose and Intent

The City of West Palm Beach (hereinafter "City") is soliciting competitive sealed proposals from qualified, experienced and responsible companies (hereinafter "Contractor") to provide professional services for fuel storage tank inspections, maintenance and repair services. Contractor will provide the expertise necessary to perform petroleum storage tank compliance and loss control inspection services to ensure compliance with state and federal regulations. The Contractor will provide inspection services for underground and aboveground storage tank systems, as well as provide diesel sampling. The City intends to enter in to an agreement with a Contractor to provide services as required.

2. Scope of Work

The Contractor will be responsible for providing inspectors with sufficient knowledge, certifications, licenses and expertise to make all observations necessary for a compliance inspection.

Contractor will be responsible for performing monthly leak detection system inspections at the City's registered petroleum storage tank facilities, in compliance with Chapter 62-761 Florida Administrative Code (FAC), and all other applicable laws and regulations.

Contractor will provide monthly low sulfur diesel sampling, analysis and reporting to confirm delivery and use of diesel fuel with a sulfur content of 15 ppm or less in all diesel engines in accordance with recent Federal mandates. Diesel sampling will only be performed at one location, the Vehicle Maintenance Facility.

Contractor will immediately bring to the attention of the Site Manager any concerns regarding maintenance, repairs or issues of non-compliance. The vendor shall provide to the City the following:

1. Provide a detailed quote for parts and labor, including quantities, unit prices and time for completion.
2. If agreed upon from the City a work order authorization will be issued for repairs.
3. The City reserves the right to contract with alternate vendors to provide services, if needed.

Contractor shall provide a fixed cost per inspection for each of the tanks indicated on the Fee Schedule, P4, as well as provide an hourly composite labor rate at which Contractor agrees to provide repair and maintenance services. The Composite Labor Rate shall be the labor rate charged per hour on the job and will include any profit and overhead costs. Any parts required for work to be performed at City facilities will be reimbursed at cost. Contractor shall submit with invoicing, documentation evidencing cost of repair items.

Contractor shall perform tank inspections and routine tank maintenance during the City's normal business hours, and be available for emergency work on a 24 hour/seven days a week basis.

A. Storage Tank Compliance

Contractor shall perform monthly inspections, at each tank, in accordance with Florida Department of Environmental Protection (FDEP) rules governing such inspections. The monthly petroleum storage tank compliance inspection at each site will include, but not be limited to, the following:

1. Measurement of fuel and water volumes in each storage tank, as applicable;
2. Visual inspections of all above ground and underground storage tank systems;
3. Visual inspections of underground storage tank system secondary containment sumps;

4. Visual inspections of day tank and generator;
5. Verification of current registration placards and insurance documents;
6. Review of the electronic monitoring system status;
7. Bailing of groundwater in appropriate monitoring wells, as applicable;
8. Polishing and treating the fuel, if necessary, from the tank – Quarterly.

The level of detail of the inspection, as indicated in a field inspection form or check sheet, will be commensurate with the complexity of the site, i.e., number of tanks, materials stored, type of leak detection, secondary containment, etc. Contractor shall document and record tank system status, and maintain tank compliance files. The inspection results shall be detailed in a report with photos, as required. The report shall include the inspector's field comments on specific compliance and prevention issues found during the inspection.

B. Diesel Sampling

Low sulfur diesel sampling scope of work shall include but not be limited to:

1. Furnishing one (1) laboratory low sulfur diesel sample kit;
2. Collection of one (1) diesel fuel sample from one of the diesel dispensers;
3. Delivery of the low sulfur diesel sample to a certified laboratory for analysis by ASTM Method D5453 for Ultra Low Sulfur Content.

C. Reporting

A copy of the site specific Storage Tank Inspection Form shall be left at the respective Facility, in a three-ring binder, following each inspection. Information obtained from the monthly storage tank inspection(s) shall be entered into the Contractor's tank management database (or similar).

Contractor shall generate from the Contractor's database, on a monthly basis, a summary report for the sampling and all storage tank locations. The report shall include all deficiencies, comments and action items identified during the inspection. The reports shall contain all required compliance information.

Contractor shall submit, by the fifth (5th) day following the end of the month, a summary report for the sampling and all storage tank locations to the Risk Management Department, 401 Clematis Street, West Palm Beach, FL 33401. Contractor shall also provide a copy of the monthly sampling and storage tank inspection report(s) to each of the Site Manager(s) for their respective facility(s).

The Contractor is required to retain hard copies of the storage tank field inspection forms, monthly summary reports and laboratory analysis throughout the duration of the contract.

D. Storage Tank Locations

The petroleum storage tanks are located at the following sites:

Facility Name	FDEP Facility ID	Site Manager	Facility Address
ECRWF*	50-8734638	Jackie Michels	4325 Haverhill Road
Control Structure No. 2	50-884-1902	Pat Painter	4325 Haverhill Road
Vehicle Maintenance**	50-8623172	Bill Thomas	1045 Charlotte Ave.
Renaissance Project		Harold Topsey	1045 Charlotte Ave.
Lift Station No. 13	50-9800614	Harold Topsey	Park Place at Parker Ave.
Lift Station No. 21	50-8943515	Harold Topsey	Grant St. at Division Ave.
Lift Station No. 22	50-8630528	Harold Topsey	23 rd St. at Tamarind Ave.
Lift Station No. 47	50-9101059	Harold Topsey	Australian Ave. south of 25 th St.
Fire Station No. 2	50-9801691	Phillip Webb	4301 S Dixie Hwy.
Fire Station No. 3	50-9807562	Phillip Webb	5050 Broadway Ave.
Fire Station No. 7		Phillip Webb	8001 Okeechobee Blvd.
Police Station	50-9400875	Steve Gorham	600 Banyan Blvd.
WTP below ground	50-8841738	Sam Heady	1009 Banyan Blvd.
2 WTP above ground		Sam Heady	1009 Banyan Blvd.
WTP generator north		Sam Heady	1009 Banyan Blvd.
WTP generator south		Sam Heady	1009 Banyan Blvd.
Kaye Street Repump	50-8841904	Sam Heady	Kaye St. at Parker Ave.
Valley Forge Repump	50-8630-713	Sam Heady	Valley Forge Rd. at Parker Ave.
St. Marys Repump	50-9203074	Sam Heady	1013 45 th St.
Cumberland Repump	50-8841901	Sam Heady	807 Cumberland Rd.
Ibis Repump	50-9401440	Sam Heady	8740 State Road 7
Palm Beach Repump	N/A – 200 gal tank	Sam Heady	Slope Trail at County Club Rd

*East Central Regional Water Reclamation Facility (Ernst & Haverhill Road)

** Vehicle Maintenance has 3 below ground tanks and 1 above ground tank

Site Managers

The Site Managers' mailing locations are as follows:

- Ms. Jackie Michels, ECRWF, 4325 Haverhill Road, West Palm Beach, FL 33409
Phone: 561- 835-7429
- Mr. Bill Thomas, City Complex, 1045 Charlotte Ave. West Palm Beach, FL 33409
Phone: 561- 822-2124
- Mr. Pat Painter, ECR, 4325 Haverhill Road, West Palm Beach, FL 33409
Phone 561-804-4982
- Mr. Harold Topsey, City Complex, 1045 Charlotte Ave. West Palm Beach, FL 33401
Phone: 561- 822-2068
- Mr. Phillip Webb, Fire Station No. 1. 500 N Dixie Hwy. West Palm Beach, FL 33401
Phone 561-804-4705
- Mr. Sam Heady, Water Treatment Plant, 1009 Banyan Blvd West Palm Beach, FL 33401
Phone: 561- 822-2200
- Mr. Steve Gorham, Police Station, 600 Banyan Blvd West Palm Beach, FL 33401
Phone: 561- 822-1890

D. Site Visits

Proposers are encouraged to conduct a site visit to each of the facilities named in this proposal. Interested proposers can arrange an appointment by contacting the respective Site manager indicated above in Section E.

3. Minimum Qualifications to Propose

The proposer must meet the following minimum qualifications to be considered for award. Proposers that do not meet the following stated minimum requirements will not be evaluated.

- a. Proposer shall have at least three (3) years of proven experience 1) performing tank inspections similar in scope and complexity, and 2) sampling diesel fuel.
- b. Proposer shall employ at least one (1) individual licensed by the Florida Department of Business and Professional Regulation as a Pollutant Storage System Specialty Contractor. The purpose of this license is to ensure the ability of the proposer to assist the City if there is a need to remove or close an existing storage tank.
- c. Proposer shall have a database to store all inspection data in a completely scalable and queryable system sufficient to generate detailed information in accordance with applicable reporting requirements.

Failure to meet the minimum qualifications will be reason for disqualification.

4. Term of the Contract

The initial term of the contract shall be three (3) years with the option to renew for two (2) additional one year periods. Renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City.

5. Small Business Participation

The goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value. Only small businesses certified by the City of West Palm Beach Small Business Division or from another agency whose certification is accepted by the Small Business Division will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-1200 for further instruction for small business certification.

Bidders/contractors are encouraged to reference the Small Business Division's website at www.wpb.org/sbiz for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

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

The following Small Business forms should be submitted with the Bid:

- STATEMENT OF SUBCONTRACTOR PARTICIPATION
List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01
- SUBCONTRACTOR'S LIST
List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 02

■ LETTER OF INTENT

One form per SB subcontractor must be executed and delivered to the City's SB Division **prior** to contract award and will be made a part of the contract. See Form SB 03

■ GOOD FAITH EFFORT

This form is only to be completed when the goal cannot be met. Please call Tiffany Neilly-McCray at 561-822-2100 for a copy of Form SB 04.

REQUEST FOR QUALIFICATIONS PREFERENCE (over \$25,000.00)

For procurements using requests for proposals, the Procurement Official or, if applicable, an evaluation committee established to evaluate the proposals, shall consider compliance with the small business goals as a material criterion for selection, i.e., shall be given significant weight.

6. Insurance

The selected Proposer shall be required to purchase and maintain from a company or companies lawfully authorized to do business in Florida, the following insurance coverages in the minimum amounts specified below and with a maximum deductible of \$25,000 per occurrence:

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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Automobile Liability	\$300,000 combined single limit per occurrence
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Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

Certificates of Insurance shall be delivered to City prior to execution of a contract. All certificates for general liability coverages shall name the City as an Additional Insured. The contract may contain additional insurance requirements.

PETROLEUM STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES

GENERAL TERMS AND CONDITIONS

1. SUBMITTAL OF DOCUMENTS

Proposer shall submit one (1) original, five (5) copies and one (1) electronic copy (on diskette or CD_ROM, in MS Word) of your proposal to Procurement Division, at the time and date specified in the legal notice to:

Nora W. Laudermilk, FCCN, Procurement Official
City of West Palm Beach Procurement Division
401 Clematis St. 5th Floor, West Palm Beach, FL 33401

Time is of the essence and any proposal received after 2:00 p.m., Tuesday, August 25, 2009, whether by mail or otherwise, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such proposals will not be accepted. Offers received by telephone, telegram or facsimile will not be accepted.

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

Only one proposal may be submitted by each Proposer.

Proposals shall be presented in a clear and concise format, on 8 ½" x 11" paper, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.

2. REGISTRATION

Each proposer is **required** to register with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration Form (P1) attached and fax or mail to the Procurement Official at the address noted below **on or before August 14, 2009.**

It is the responsibility of each proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm not registered with the City.

Procurement Division
PO Box 3366, West Palm Beach, FL 33402
Fax: 561-822-1564

3. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this RFP will be made to any Proposer orally, except by written addendum. *All questions regarding this RFP should be submitted in writing and **must be received not later than Friday, August 14, 2009**, addressed to:*

City of West Palm Beach Procurement Division
dlevengood@wpb.org
PO Box 3366, West Palm Beach, FL 33402
Phone: (561) 822-2100
Fax: (561) 822-1564

NOTE: All questions will be answered via addenda to the Propers that have submitted the Registration Form, P1, to the Procurement Division.

All questions or request for additional information which are deemed appropriate by the City will be answered in writing and will be forwarded to registered proposers. Where provided, such written response may, at the City's option, constitute a written addendum to the RFP.

Neither the City, nor its advisors, will be responsible for any explanation, clarification or interpretation of this RFP not issued in writing by the City via written addenda.

All addenda issued by the City must be signed and included with any proposals that are submitted to the City.

4. PROPOSER'S RESPONSIBILITY

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

5. RIGHTS AND PRIVILEGES

Rights and privileges granted by the City shall not be assigned or transferred in any manner whatsoever without written approval of the City as appropriate. At all times during the term of any contract, the contracting party shall act as an independent Tenant and at no time shall be considered an agent or partner of the City. The contracting party shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.

6. EVALUATION OF PROPOSALS

Each proposal will be evaluated individually. Proposals must be fully responsive to the requirements described in this RFP, and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

The City anticipates entering into a contract with the proposer who submits the proposal judged by the City to be the most advantageous and in the best interest of the City.

The City reserves the right to reject all proposals, to abandon the project or to solicit and re-advertise for other proposals. The City may, at its discretion, elect to waive any requirements(s), either for all proposals or for a specific proposal which the City, in its sole discretion, deems non-material. The City reserves the right to accept such proposal as it deems to be in the public interest.

The selection committee will select proposals that have met the minimum requirements and will rank those proposals which are deemed qualified based on the following criteria.

- a) Skill and experience in providing inspection, maintenance and repair services;
- b) References and past performance;
- c) Proposed approach to providing services and Proposal contents;
- d) Current workload and staffing capacity;
- e) Cost;
- f) And any other factor deemed by the City to meet or exceed the scope of services requested.

Once the proposals are opened, the proposals will be evaluated taking into consideration the criteria stipulated in the RFP. In its discretion the City may require any proposer to make an oral presentation of the proposal, provide demonstrations, participate in a telephone conference with presentations and/or question and answer session, or submission of further written literature. These presentations provide an opportunity for the proposer to clarify the proposal for the City. The City will schedule any such presentations or requests for information.

Proposers will be ranked in order of best qualified based on the considerations listed above. Award/negotiation sequence will be based on the established ranking.

The City will make an award to the proposer(s) who submit the proposal judged by the City to be most advantageous. The City will be the sole judge of its own best interests.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals, at its option.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

7. LOBBYING PROHIBITED

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

The "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the City approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

8. DISCLOSURE AND DISCLAIMER

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

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

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

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

The City shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The City does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure And Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

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

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

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

The City is governed by the Sunshine Law and the Public Records Law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

9. ETHICS REQUIREMENTS

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

10. REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals submitted in response to this RFP, or to cancel, in part or in its entirety, this request, if it is in the best interests of the City to do so.

11. PUBLIC RECORDS LAW

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

12. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the City to receive proposals for services. It is the intent of the City to select one firm or individual to supply the services necessary for successful completion of this project defined herein. Nothing in this RFP is intended to restrict the City in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

13. CITY AS GATEKEEPER OF DOCUMENTS

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

14. PROTEST PROCEDURE

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

15. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

16. PUBLIC ENTITY CRIMES

A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Tenant, supplier, subTenant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. TERMINATION

The Contract may be terminated by the City at any time, with or without cause. The contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's department performance standards.

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

In the event the Contract is terminated as provided herein, the Tenant shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

Tenant shall provide the City written notice of the Tenant's intention to terminate the contract with ninety (90) days advance notice.

18. NEWS RELEASES

The proposer shall obtain the prior approval of the City Mayor's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the Proposer or its agents.

19. INDEMNIFICATION

The Tenant will hold the City harmless from any and all liabilities, losses or damages the City may suffer as a result of claims, demands, costs or judgments against the City arising out of the wrongful acts or omission of the Tenant or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Contract and the work to be performed thereby. The Tenant shall not be responsible for nor be required to indemnify or hold the City harmless for any act, omission, negligence or other liability to the extent caused by the act or omission in whole or in part of the City or any one of its employees or agents.

20. HOLD HARMLESS CLAUSE

Tenant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Tenant's performance of the work or services or caused by or arising out of (a) any act, omission, default or negligence of Tenant in the provision of the work or services; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Tenant's execution of services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Tenant. This indemnification includes, but is not limited to, the performance of this Agreement by Tenant or any act or omission of Tenant, its agents, servants, Tenants, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Tenant agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the City, any sums due Tenant under the agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided by Tenant. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and

govern this provision. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees.

21. NON-DISCRIMINATION

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

22. RIGHTS AND PRIVILEGES; NO ASSIGNMENT

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

23. PROCUREMENT CODE

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

24. RIGHT TO CONTRACT FOR SIMILAR/ADDITIONAL SERVICES

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

25. OWNERSHIP OF DOCUMENTS

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

26. PROPOSAL

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

27. PURCHASING AGREEMENTS WITH OTHER AGENCIES

All proposers submitting a response to this RFP agree that such response constitutes proposal to all political entities in the State of Florida, under the same conditions, for the same prices and the same effective period as this RFP, should the proposer feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of the City of West Palm Beach, Florida, to rebid any or all items.

28. EMERGENCY SITUATIONS

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of West Palm Beach, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

PETROLEUM STORAGE TANK INSPECTION, MAINTENANCE & REPAIR SERVICES

SUBMITTAL OF PROPOSAL

SUBMITTAL INFORMATION

Proposer shall submit one (1) original, five (5) copies, and one (1) CD-ROM (in MS Word) in a clear, concise format, on 8½" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for selection. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the individual having the authority to bind the Proposer.

Proposers shall submit the following information, at a minimum, the following components as described in the sections below. Proposers are encouraged not to submit their proposals in three ring binders.

Section 1. Introduction

In this section, the Proposer shall include:

- A. The completed **Proposer Information Page, P2**;
- B. Signed copy of all addenda issued;
- C. A Letter of Introduction which shall include in a brief and concise manner the following:
 - Statement of proposers understanding of the scope of work, proposer's capacity and ability to perform.
 - State in which Proposer's firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.
 - Name all persons or entities interested in the proposal as principals.
 - Declare that proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- D. The completed **Representations and Disclosures Page, P5**;
- E. Proposer shall disclose any current lawsuits filed against the company or its primary owner. Proposer shall also disclose if they have been suspended, disbarred or otherwise excluded from proposing on any government project within the past five (5) years.

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

Section 2. Minimum Qualifications

Proposer shall include the following information in Section 2:

- A. Detail the qualifications of the firm, including documentation evidencing the firm's three (3) years of proven experience 1) performing tank inspections similar in scope and complexity, and 2) sampling diesel fuel.
- B. Provide evidence of certification in the State of Florida as pollutant storage contractor. Include name and resume of at least one (1) individual, presently employed by firm, licensed by the Florida Department of Business and Professional Regulation as a Pollutant Storage System Specialty Contractor.
- C. Describe the firm's contract database for collection and reporting of inspection information.

Section 3. Experience

- A. Provide a list of the contracts your firm has obtained within the past three (3) years, indicating for each contract the type of services provided and the locations at which services were provided, and the date of contract termination. Include the name of the other party with whom the contract agreement was executed, the contact person knowledgeable regarding the services provided under the contract, and the contact person's telephone number and email address.
- B. Complete and submit **References, P-3**. Provide a minimum of three (3) references. References must be from clients similar in size and scope, for which a contract for services was executed within the past five (5) years. Attach additional information as required. A contact person must be someone who has personal knowledge of the proposer's performance; and the contact person must have been informed that they are being used as a reference and that the City may check references.
- C. Describe the firm's experience and reputation in the industry.
- D. Provide the name and resumes of key staff to be assigned to the contract including evidence of required certifications and licenses.

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

Section 4. Approach and Reporting

Proposer shall include, at a minimum, the following information in Section 4:

- A. Summarize approach used during inspection.
- B. Provide a copy of the proposed Storage Tank Inspection Form to be utilized during inspections and for reporting requirements.
- C. Provide a copy of the proposed Monthly Summary Report.

Section 5. Cost

Complete and submit **P-4** providing the City with a Fee Schedule.

Section 6. Small Business Participation

For Small Business participation, describe the specific tasks that the identified Small Business (SB) will complete. Include all required forms included or referenced in this RFP. The Small Business forms are included as *Forms SB01, SB02 and SB03*. These forms are:

- *Statement of Subcontractor Participation Form SB01*
List **all** your certified Small Businesses -- indicate dollar amounts and percentages in the appropriate columns. Only City and County certified Small Businesses can be used to meet the established goal. This form must be submitted with the Proposal.
- *Subcontractor's List Form SB02*
List the names and telephone numbers of Small Businesses that submitted a quote to you, whether you will use them on this project or not. Also, include here all Small Businesses listed in the *Statement of Small Business Participation*. This form must be submitted with the Proposal.
- *Letter of Intent Form SB03*
One form per each Small Business subcontractor must be executed and delivered to the City's Procurement Division **prior** to contract award and will be made a part of the contract.

If the Small Business Participation goal cannot be met, Proposers must document their efforts to comply and submit a *Good Faith Effort Form SB04*. Please contact Tiffany Neilly-McCray at 561-822-2100 for the form.

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

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

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

Section 7. Additional Data

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. The City solicits a statement about why the proposer feels its proposal response would be the most advantageous to the City.



P-1

RFP # 08/09-128

***PETROLEUM STORAGE TANK
INSPECTION, MAINTENANCE & REPAIR SERVICES***

REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST, Friday, August 14, 2009** in order to receive any addenda(s) issued for this RFP.

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

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax(_____) _____

E-Mail Address: _____

Preferred Method of Receipt: ☐ Fax ☐ E-Mail



P-2

RFP # 08/09-128

***PETROLEUM STORAGE TANK
INSPECTION, MAINTENANCE & REPAIR SERVICES***

PROPOSER INFORMATION PAGE

(This page must be completed and return with your Proposal.)

Company Name: _____

Authorized
Signature: _____
Signature Print Name

Title: _____

Physical
Address: _____
Street

City State Zip Code

Telephone: _____ Fax: _____

Web Site (if applicable): _____

Federal Identification Number: _____

This is a requirement for every Vendor/Proposer.

Please supply contact person for questions or concerns

Name: _____
Please print name and title

Telephone: _____ Cell Phone: _____

E-Mail Address: _____



**PETROLEUM STORAGE TANK
INSPECTION, MAINTENANCE & REPAIR SERVICES**

REFERENCES

Proposer must provide complete scope of work, contact names, addresses, telephone numbers and dates of service. A contact person must be someone who has personal knowledge of the proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may check references.

1. Client: _____ Term of Contract: From: _____ To: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Address: _____

Reason for termination: _____

Services Performed: _____

2. Client: _____ Term of Contract: From: _____ To: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Address: _____

Reason for termination: _____

Services Performed: _____

3. Client: _____ Term of Contract: From: _____ To: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Address: _____

Reason for termination: _____

Services Performed: _____

4. Client: _____ Term of Contract: From: _____ To: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Address: _____

Reason for termination: _____

Services Performed: _____



P-4

RFP # 08/09-128

**PETROLEUM STORAGE TANK
INSPECTION, MAINTENANCE & REPAIR SERVICES**

FEE SCHEDULE (Page 1 of 2)

(This page must be completed and return with your Proposal.)

A. Monthly Tank Inspections

Facility	Quantity	Fixed Cost per Inspection	Extended Annual Cost
ECRWF	12	\$ _____	\$ _____
Control Structure No. 2	12	\$ _____	\$ _____
Vehicle Maintenance, above ground	12	\$ _____	\$ _____
Vehicle Maintenance, below ground, unleaded	12	\$ _____	\$ _____
Vehicle Maintenance, below ground, diesel	12	\$ _____	\$ _____
Renaissance Project	12	\$ _____	\$ _____
Lift Station No. 13	12	\$ _____	\$ _____
Lift Station No. 21	12	\$ _____	\$ _____
Lift Station No. 22	12	\$ _____	\$ _____
Lift Station No. 47	12	\$ _____	\$ _____
Fire Station No. 2	12	\$ _____	\$ _____
Fire Station No. 3	12	\$ _____	\$ _____
Fire Station No. 7	12	\$ _____	\$ _____
Police Station	12	\$ _____	\$ _____
Water Treatment Plant, below ground	12	\$ _____	\$ _____
Water Treatment Plant, above ground	12	\$ _____	\$ _____
Water Treatment Plant, generator north	12	\$ _____	\$ _____
Water Treatment Plant, generator south	12	\$ _____	\$ _____
Kaye Street Repump	12	\$ _____	\$ _____
Valley Forge Repump	12	\$ _____	\$ _____
St. Mary's Repump	12	\$ _____	\$ _____
Cumberland Repump	12	\$ _____	\$ _____
Ibis Repump	12	\$ _____	\$ _____
Palm Beach Repump, 200 gallon tank	12	\$ _____	\$ _____

Company Name: _____

Authorized Signature: _____
Signature Print Name

(This page must be completed and return with your Proposal.)

Facility	Address		Fixed Cost per Diesel Sample	Extended Annual Cost
Vehicle Maintenance	1045 Charlotte Avenue	12	\$_____	\$_____

B. Repair and Maintenance:

	Hourly Rate	Quantity
Composite Labor Rate, HOURLY:	\$_____*	100 hours

*Composite Labor Rate covers all labor and is based on an estimated 100 hours of potential repair work in a one year period.

The labor rate charged per hour on the job will include any profit and overhead.

Any parts required for work to be performed at City facilities will be reimbursed at cost (no mark up).

Company Name: _____

Authorized Signature: _____

Signature **Print Name**



REPRESENTATIONS AND DISCLOSURES

RFP No. _____

STATE OF _____ }
COUNTY OF _____ } SS:

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

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

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

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

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 200_____

by _____ (name) as _____ (title) of

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

or produced _____

as identification.

Notary Public

Notary Stamp:

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



Procurement Division/Small Business Program

401 Clematis St. 5th Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 835-0028
Website: www.wpb.org/sbiz

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB or RFP Title: _____ Project Number: _____

ITB or RFP Number: _____ SB Goal (if established): _____ %

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

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

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis St. 5th Floor
West Palm Beach, Florida 33401-4702

Tel: 561-822-2100

Fax: 561-835-0028

Website: www.wpb.org/sbiz

Form SB02

Subcontractors Listing

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

ITB or RFP Title: _____ ITB or RFP No.: _____

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

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

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis St. 5th Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 835-0028
Website: www.wpb.org/sbiz

Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified Small Business selected.

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: _____

ITB or RFP Number: _____

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

End of RFP