

<u>DELIVER TO:</u> City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 <u>MAIL TO:</u> City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	REQUEST FOR PROPOSALS and PROPOSAL ACKNOWLEDGMENT
Contact: Belinda Quillet (772) 460-2200 X122	RFP No: 6029
Pre-Proposal Conference Date: N/A	RFP Title: Consultant Services for the Preparation of the 2011 – 2015 Consolidated Plan and Program Year 2011 Annual Action Plan
Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, DECEMBER 28, 2010	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: ----- Mailing Address: ----- ----- ----- -----	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i> X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title:
Incorporated in the State of: Year:	Delivery in _____ days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: __Y __N MWBE: __Y __N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit ten (10) complete sets (one [1] original and nine [9] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City/FPUA.

2. DELAYS

The City/FPUA, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City/FPUA to do so. The City/FPUA will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. **FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City/FPUA will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.purchasing.ci.fort-pierce.fl.us>.

6. **TAXES**

The City/FPUA is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City/FPUA exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City/FPUA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City/FPUA Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City/FPUA.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in

transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City/FPUA in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City/FPUA at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City/FPUA will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City/FPUA will send a written addendum to all Proposers who requested a proposal directly from the City/FPUA Purchasing Department. All proposers should contact the City/FPUA at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City/FPUA shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City/FPUA will provide a written addendum to all proposers who received a proposal package from the City/FPUA's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City/FPUA's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City/FPUA in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City/FPUA.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City/FPUA. All Proposers must disclose the name of any City/FPUA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the City/FPUA for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity, which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City/FPUA may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City/FPUA has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City/FPUA is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City/FPUA reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City/FPUA.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City/FPUA, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City/FPUA the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City/FPUA agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City/FPUA.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City/FPUA, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City/FPUA reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's/FPUA's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City/FPUA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer's should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

THE CITY OF FORT PIERCE

Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Contractor is permitted to and elects to sub-contract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City of Fort Pierce with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	(Each Accident)
	\$500,000	(Disease-Policy Limit)
	\$500,000	(Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. The City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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Environmental Impairment Liability – Such insurance shall provide coverage for third party liability and clean up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities which are contemplated by the permit. Such insurance shall be on a form acceptable to the city attorney. The applicant shall either be the named insured on the policy or, if another party is the named insured on the policy, applicant shall be shown as an additional insured. If such insurance is on a claims made basis, insurance must respond to claims reported within three (3) years following the termination or completion of the project.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

Each claim/occurrence	\$1,000,000
Annual aggregate	\$1,000,000

General Conditions

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

City of Fort Pierce

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **OBJECTIVE**

The City of Fort Pierce, Florida (herein referred to as the City) invite qualified parties to submit their proposals (RFP) for consultant services for the preparation of the City's 2011 – 2015 Consolidated Plan and Annual Action Plan for Fiscal Year 2011. The City is seeking proposals from individuals and organizations with experience in providing similar services for municipalities.

2. **PROPOSAL OPENING**

- 2.1 **Proposals are due on or before 3:00 PM, Tuesday, December 28, 2010. Six (6) copies of sealed proposals (one original and five copies) shall be mailed or delivered to:**

Delivery Address:
City of Fort Pierce
Tony Barnes, CPPB
Director of Procurement
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Tony Barnes, CPPB
Director of Procurement
P.O. Box 1480
Fort Pierce, FL 34954-1480

Any proposals received after the designated time and date listed above will be returned unopened.

- 2.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**

3. INQUIRIES/QUESTIONS

- 3.1 All inquiries shall be in a written format and addressed to the Director of Urban Redevelopment with a copy to the Director of Procurement:

SEND TO:

City of Fort Pierce
Jon Ward
Director of Urban Redevelopment
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: 772-489-8042
Email: JonWard@city-ftpierce.com

COPY TO:

City of Fort Pierce
Tony Barnes, CPPB
Director of Procurement
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: 772-595-9948
Email: tony@fort-pierce.fl.us

- 3.2 No inquiries will be received within seven (7) calendar days of proposal closing date.

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. INSURANCE AND LICENSES REQUIREMENTS

The Proposer shall produce all necessary county and local licenses where applicable. The Proposer shall furnish a Certificate of Insurance that verifies Liability, Property Damage, and Workers' Compensation to meet or exceed requirements mandated by the City of Fort Pierce for this service prior to permission to utilize City premises.

6. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

7. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal.

SECTION IV

STATEMENT OF WORK

1. **INTRODUCTION**

This RFP provides a brief description of the City of Fort Pierce, background information, proposed project requirements, scope of services, and an overview of the evaluation process. Proposals must conform to the requirements of this RFP. The City reserves the right to waive any irregularity in any proposal or to reject any proposal and will determine the selection of the proposing applicant. The successful consultant will be required to enter into an agreement which will include the requirements of this RFP as well as other requirements. By submitting a proposal, the applicant agrees to all the terms in this RFP.

2. **BACKGROUND INFORMATION**

The preparation of a Five Year Consolidated Plan is a requirement of the U.S. Department of Housing and Urban Development (HUD) that combines the planning and application process for Community Planning and Development entitlement programs. The City of Fort Pierce administers one (1) entitlement program, the Community Development Block Grant (CDBG). The City has also received Neighborhood Stabilization Program (NSP1) funds as administered by the State of Florida. In addition to the administration of the local CDBG program, applicants of other HUD funding sources are required to certify with the City that their application to HUD is consistent with the local consolidated plan.

Consolidated Plan requirements are enacted through 24 CFR Part 91 and regulate the formula grant funding intended to provide decent housing; a suitable living environment, and expand economic opportunities for primarily low-to-moderate income persons. The main objective of the Consolidated Plan is to develop a comprehensive strategy that addresses the City's housing and community development needs over a five year period.

Development of the Consolidated Plan and Annual Action Plan is a collaborative process which requires input gathered from area nonprofits that represent the target population. Specifically, the collaboration and coordination process target populations directly impacted by the funding, such as: low and moderate income persons, senior citizens, homeless persons, female heads of households, disabled persons, and rent burdened households. In addition to impacted persons, input must be gathered from faith-based organizations, nonprofits, and other government agencies.

3. **PURPOSE**

The Consolidated Plan examines the housing needs of low income persons and other special populations; the current housing market conditions, and the economic and community development needs gathered during the collaboration and coordination process. Priorities, goals, and measurable outcomes are established based upon the needs

derived from the collection and analysis of the information gathered. The priorities, goals, and objectives set forth in the Consolidated Plan are actionable and provide direction for the annual appropriation of entitlement program funds. Entitlement program funds are appropriated in the Annual Action Plan to programs and activities that meet the Consolidated Plan's goals. There are five Annual Action Plans that will be administered under the 2011-2015 Consolidated Plan. The first year Annual Action Plan is included under the Scope of Services of this RFP.

Proposals are requested from qualified firms with proven experience in developing a consolidated plan or similar planning documents. The Consolidated Plan will cover the period of October 1, 2011 through September 30, 2016. The One Year Action Plan will cover HUD the period of October 1, 2011 through September 30, 2012.

In addition to meeting the federal requirements and consolidated plan deadlines, the City of Fort Pierce is encouraging meaningful public participation in the consolidated planning process. The selected consultant will be expected to confer with a broad spectrum of public and private agencies that provide subsidized and assisted housing, health, and social services to low and moderate income persons, seniors, homeless, female heads of households and disabled persons in accordance with the City's adopted Citizen's Participation Plan. The resulting report, the 2011-2015 Consolidated Plan, should provide a direct link between community goals and objectives, priority needs and include clear actionable direction for implementing the ensuring one year action plans.

4. CITY OF FORT PIERCE RESPONSIBILITIES

Staff from the City of Fort Pierce's Department of Urban Redevelopment will be available on a limited and negotiated basis to coordinate activities with the consultant. At a minimum, City staff will be available for monthly meetings with the consultant to review progress, discuss policy issues and coordinate activities. The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for activities such as coordinating meetings with representatives of target groups and public and private consultation with agencies. City staff will assist in identifying available data resources and arrange meetings with elected public officials and the Community-Wide Council (the City's CDBG Advisory Board).

5. CONSULTANT RESPONSIBILITIES

The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for coordination activities, technical data, analysis, maps, conclusions and optional actions that may be undertaken by the City. The selected consultant will be responsible for carrying out all aspects of the development of the Consolidated Plan and Action Plan in accordance with the Scope of Services described below. In addition to the Citizen Participation and consultation process, the selected consultant will be required to attend at least three (3) public meetings/hearings as a part of performance duties for the consolidated planning process.

6. SCOPE OF SERVICES

The City of Fort Pierce's complete consolidated plan will follow regulations set forth by Title 24 CFR Part 91 et seq., and in accordance with instructions prescribed by HUD, including tables, maps, and narratives. The final work plan and deliverables will be included in a contract with the selected consultant. The following objectives and work tasks are to be considered for bidding purposes in developing individual proposals:

- Subpart A: General Program Overview and Definitions
- Subpart B: Citizen Participation and Consultation - Consultants will collaborate with the agencies that provide: housing and social services, fair housing services, homeless services, lead-based paint services, adjacent county and metropolitan planning agencies, HOPWA organizations, and the local public housing authority.
- Subpart C: Local Governments; Contents of Consolidated Plan – The Consolidated Plan must provide a concise summary of the City of Fort Pierce's estimated housing needs projected for the ensuing five-year period. Housing data included in this portion of the plan shall be based on U.S. Census data, as provided by HUD, as updated by any properly conducted local study, or any other reliable source that the jurisdiction clearly identifies, and shall reflect the consultation with social service agencies and other entities conducted in accordance with federal regulations and the citizen participation process.

For further information on requirements, respondents are encouraged to visit <http://www.nls.gov/offices/cpd/about/conplan/>.

The plan will not be considered complete until approval is received from HUD.

7. TIMELINE OF SERVICES

The City's Consolidated Plan and Action Plan are due to HUD no later than August 8, 2011.

Research and Data Generation	-	January 2011
Public Consultations	-	February 2011
First Draft	-	March 2011
Second and Final Draft	-	April 2011
Public Presentation of Five Year Plan	-	May 2011
1 st Public Hearing	-	June 2011
2 nd Public Hearing	-	July 2011
Submission to HUD	-	August 8, 2011

8. PROPOSAL SUBMISSION REQUIREMENTS

FORMAT

Pages should be numbered and a **Table of Contents included**. The documents shall be standard (8 ½" x 11") letter-sized paper. It shall be structured to include all of the

information listed below. The requested document should not contain any unnecessary promotional material. The proposal should include, at a minimum, the following information:

8.1. Project Experience and Qualifications – This section should serve to describe your firm’s experience preparing a Consolidated Plan and Action Plan, administering HUD entitlement programs, services, activities and regulations and experience working with municipalities on similar projects with similar characteristics. The background, experience and qualifications of individual team members are a key element for consideration.

8.2. References – Please provide a list of at least **three** similar undertakings that were successfully completed by your firm. The list shall include, but not be limited to, a description of your responsibilities, process/procedures, time taken to complete, city staff involvement, fees charged, and a contact person’s name and current telephone number. Please use the Reference Check Form located in Section V (Forms), Page 19 of this Proposal.

8.3. Scope of Work – In responding to this RFP, the proposing consultant will provide a description of both the proposed approach and the scope of work which will include an identification of what the proposing consultant perceives will be required. A description should be given of the products that you would draft for the City. Sufficient detail should be included for the reviewer to determine if the City’s expectations will be completely addressed. Please include your expectation of City staff involvement and responsibilities.

8.4. Proposed Consultant Team – This section should provide a list of team members (names and titles), including and sub-consultants, and a summary of their qualifications. This section should also indicate the primary contact person ad/or Project Manager acting on behalf of the consultant team. Please list only those members that will have direct hands-on responsibilities for this project, and their respective roles for the project. Resumes should also be submitted for all team members, as well as for all proposed sub-consultants, if any.

8.5. Proposed Fees – Specify the firm’s hourly rate of compensation to complete the Consolidated Plan and Action Plan and specify the maximum number of hours required to complete the intended scope of work on a cost not to exceed basis. The rates provided as part of this RFP shall remain constant for a two (2) year period.

8.6. Budget – The proposed budget must be listed by task, hours and cost. The contract will be a time and material contract, with a “Not to Exceed” budget. Cost will be a factor in the City’s selection process.

9. EVALUATION AND SELECTION OF CONSULTANT

9.1. EVALUATION PROCESS

Proposals will be evaluated upon a combination of factors including the approach and methodology, experience, qualifications, and consultant fees. It is the City’s intention to select the most responsible and responsive individuals or firms who have the proven ability and experience in performing service requested.

9.2. Adherence to Format (Pass/Fail)

The consultant will be given a pass or fail score for their proposal's format. Failure of the consultant to comply with the minimum requirements will result in the proposal being eliminated from any further consideration. However, the City in its sole discretion, may waive any informality in a proposal if it is determined to be in the City's best interest and sum and substance of the proposal is present.

9.3 Proposal Evaluation Criteria (100 points)

Each proposal will be evaluated based on the criteria below. All proposals will receive a composite score and be ranked in numerical order from highest to lowest. The City of Fort Pierce will select from respondent bidders on the basis of best-qualified and best value criteria.

9.3a. *Consultant's Background and Experience (30 points)*

Consultants will be evaluated on the experience and capacity of the individual or firm to perform the required services listed in the Scope of Services

9.3b. *Consultant's Reference Evaluation (10 points)*

The proposal will be evaluated on the verification of the reference provided in the RFP

9.3c. *Consultant's Approach to Providing Required Services and Understanding of Scope of Work (40 pts)*

The proposal will be evaluated on its description of the methodology to be used to meet the City's Federal and State requirements and their understanding of the scope of work required for the plan.

9.3d. *Cost Proposal Evaluation Criteria (20 points)*

The maximum number of possible points will be awarded to the lowest "not to exceed" cost proposal.

SECTION V - FORMS

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Purchasing Department
Attn: Tony Barnes, CPPB, Director
P.O. Box 1480

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance as stated in proposal documents.	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
Is Reference Check Form completed and enclosed?	_____	_____
W-9 Form completed, signed and attached?	_____	_____
Are six (6) complete proposal packages included (one original and five copies)?	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL _____