

REQUEST FOR PROPOSAL
FOR
FISCAL AGENT SERVICES FOR WORKPLACE GIVING CAMPAIGN

RFP10-0226 / KE



Issued By:
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

Date of Issue: May 21, 2010
Due Date/Time for Receipt of Proposals:
Thursday, June 17, 2010 at 2:00 p.m., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL INFORMATION

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

1. There are two Internet sites available to obtain RFP Selection Committee rankings and Request for Proposal award and other information:

A. Onvia by DemandStar's website:

http://www.demandstar.com/orlando/Bid_Info/BidInfo_Opening.htm

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser. Choose the Request for Proposal in which you are interested and click on "Details" on the far right hand side of the screen. Under the section titled "Bid Status Text", you may view solicitation award and other relevant information, including Selection Committee rankings and City Council dates.

B. City of Orlando Purchasing and Materials Management Division Website:

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

You may also access the same Onvia by Demandstar information by visiting this Purchasing website. Copy and paste the above link in your web browser. On the beige menu bar located on the left hand side of the page, under the "Other Links" section, click on the link "View Current Bids", and then click on "Current Bids." Choose the Request for Proposal in which you are interested and click on "Details" on the far right hand side of the screen. Under the section titled "Bid Status Text", you may view solicitation award and other relevant information, including Selection Committee rankings and City Council dates.

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

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

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

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

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**REQUEST FOR PROPOSAL FOR FISCAL AGENT SERVICES
FOR WORKPLACE GIVING CAMPAIGN**

1.0 INTRODUCTION:

The City of Orlando is requesting Fiscal Agent Services to process contributions for the employee Workplace Giving Campaign. The table below shows the number of employees participating and the annual amount pledged for the past three campaign years.

CampaignYear	Amount Pledged	Number of Employees Participating
2007	\$321,911	817
2008	\$356,560	825
2009	\$345,197	737

The Fiscal Agent duties will include verifying the recipient agencies' 501c3 status, preparing the employee brochure, coordinating employee reach out events, preparing campaign progress information and processing and mailing the payments to the recipient agencies.

2.0 BACKGROUND AND STATISTICAL INFORMATION:

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

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

3.0 SCOPE OF SERVICES:

The City of Orlando is seeking proposals from firms for a fiscal agent to handle assigned communications, financial and administrative tasks and responsibilities for the City's Workplace Giving Campaign such as:

- 3.1 Coordinate campaign kick off events; arrange for guest speakers at various City locations and departments; and assist with the development of a campaign theme, campaign logos, posters and other communications pieces.
- 3.2 Assist with the design of paper pledge forms.
- 3.3 Assist with verification of paper pledge form entries. City staff will be responsible for entering the data from the pledge form into the website; fiscal agent shall verify that data has been entered correctly.
- 3.4 Maintain a directory listing of agencies including previous year top ten.

- 3.5 Provide a secure, customizable website for online pledging, to include City logo, colors, photos, messages, etc. that can be changed daily to communicate current campaign information to employees. Employees should be able to click on any charity to find out more information regarding the charity's mission and services provided, and/or to request additional information be sent to them. Employees should be able to search for their favorite charity by keyword. Campaign website shall be customized each year to be consistent with the selected campaign theme and logo.
- 3.6 Pledges must be able to be made to any 501c3 agency, including write-ins by employees. The fiscal agent should verify the 501c3 status of all pledges, as well as the agencies' compliance with the Patriot Act.
- 3.7 Pledges should be able to be made by cash, check, credit card or payroll deduction, on a one-time, weekly, or biweekly, basis.
- 3.8 Employees must receive written acknowledgements of their donations for tax purposes. A .pdf file summarizing this information shall be presented to the City no later than February 15 of each year.
- 3.9 Website should remember employees from year to year and roll over the prior year's information (employee data, pledge amounts and organization selected). Employee shall have the option to renew the prior pledge recipients and amounts or edit and update their entries.
- 3.10 City staff will have the option to update employee records with changes as needed.
- 3.11 Website shall allow for role based security access to account information, allowing staff to reset passwords, but not access employee pledge information. City account administrator shall have full access to the website (i.e. reset password, run reports, update employee records, etc.)
- 3.12 A variety of reports in Excel compatible format must be available in real time: total number of employees contributing and total amount contributed, total number of agencies, pledges by employee, by agency, by division, by department, by pledging level, by percent of salary, etc.
- 3.13 At the end of the pledging period, the fiscal agent must create a file able to be downloaded into the City's payroll system for payroll deductions. The City will send payments to the fiscal agent monthly for payroll deductions that were collected during that period. The agent will distribute payment to various agencies according to pledges within 15 days of receiving payment from the City, along with backup reports, and provide the City with a report detailing the payments. Agent will also pay out one-time contributions and those made by cash, credit card and check and provide reports to the City.
- 3.14 After the initial pledging period, the fiscal agent will process any contribution changes requested by the employees.

3.15 Employee home address and phone number information will not be provided; the fiscal agent will only have the employee's work contact info. Employee contact info may not be used for any purpose other than for the City's campaign, and may not be sold or otherwise given to any other party. Agent may not solicit employees for contributions outside of the communications events made available to all charitable organizations; agent is only providing a service for those employees who wish to donate.

4.0 COMPENSATION:

4.1 The fees for the Contract will be based upon a percentage of the gross contribution dollar amount.

4.2 The successful Proposer will be compensated upon completion of the pledging period, which usually occurs during the month of December of each calendar year.

5.0 TERM OF AGREEMENT:

It is the intent of the City to award an Agreement for a thirty-six (36) month term to begin upon approval and execution by the City. The Agreement may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

6.0 PROPOSAL SCHEDULE:

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

Action:	Date:
RFP Released	Friday, May 21, 2010
Pre-Proposal Conference	Wednesday, June 2, 2010 @ 1:00 p.m., Local Time
Cut-off date for Questions by Respondents	Monday, June 7, 2010
Proposal Due Date and Time	Thursday, June 17, 2010 @ 2:00 p.m., Local Time
Review and Evaluation of Proposals	June, 2010

7.0 MANDATORY MINIMUM QUALIFICATIONS:

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

7.1 The Proposer must have three years experience serving as fiscal agent for a charitable giving campaign.

- 7.2 The proposer shall have previously worked with an organization with a minimum of 3500 employees.

8.0 PRE-PROPOSAL CONFERENCE:

8.1 Date

A **Non-Mandatory** Pre-Proposal Conference will be held at **The Purchasing and Materials Management Division, at City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on Wednesday, June 2, 2010 at 1:00 p.m., Local Time, City of Orlando, FL.**

8.2 Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Purchasing and Materials Management Division and a technical representative from the using department will be present to discuss the project and answer questions.

8.3 Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Purchasing and Materials Management Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

8.4 Clarification of Requirements

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

Karen Elzy, Purchasing Agent III
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990
Telephone: (407) 246-2368
Fax: (407) 246-2869
Email: Karen.Elzy@cityoforlando.net
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

9.0 PROPOSAL DUE DATE AND TIME:

9.1 Proposal Due Date

Sealed Proposals must be received at the Purchasing and Materials Management Division, not later than **2:00 p.m., Local Time, City of Orlando, FL, on Thursday, June 17, 2010.** Proposals received after this date and time, will not be considered.

9.2 Public Opening

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

9.3 Public Record

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

10.0 PROPOSAL PREPARATION AND FORMAT:

10.1 Preparation

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

10.2 Proposal Reproduction

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

10.3 Incurred Expenses

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

10.4 Proprietary Information

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain.

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

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

11.0 REQUIRED PROPOSAL SUBMITTALS:

11.1 Outline Format for Response

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

- A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP10-0226, REQUEST FOR PROPOSAL FOR FISCAL AGENT SERVICES FOR WORKPLACE GIVING CAMPAIGN.**

- B. Table of Contents

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

- C. Letter of Transmittal

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

- D. Mandatory Minimum Qualification Documentation

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

- E. Proposer's Certification

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

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

F. General Business Information

Proposals shall provide:

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

G. Proposer’s Experience

Proposers must provide the following information:

1. A list of the professionals the Proposer is assigning to this work, their academic background, and their experience on providing similar services.
2. A list of clients, for which the Proposer has provided similar services, within the last five (5) years along with a reference for each of those clients, including current addresses and telephone numbers. Reference descriptions shall clearly explain what services the Proposer and team members provided for the particular client.

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

3. Lost Business

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

H. Staff Experience

The Proposer shall submit a statement of experience and resumes of the management staff who will be assigned to the project.

I. Financial Stability

Proposers must provide the following information.

1. The Proposer shall submit its last three (3) fiscal years annual financial statements, including any company financial statement summaries, or alternative financial information, to include balance sheets and profit and loss statements. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

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

J. Customer Service

1. Human Resources

Proposers shall submit a statement describing the Proposer's existing operating policies addressing personnel areas such as background and training level of personnel proposed to work on the project.

Estimate of Staff Levels

Proposers shall submit the estimated staffing levels for this project.

K. Price Proposal Schedule

Complete and submit the following forms:

1. Schedule

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

2. Proposed Total Price

The chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as but not be limited to travel, lodging, meals and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the total price.

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

- L. Minority/Women-Owned Enterprise Participation in Subcontracts –
Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment “F.”

12.0 DELIVERY OF PROPOSALS:

12.1 Proposals are to be addressed as follows:

For postal delivery:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management

City of Orlando Purchasing and Materials Management Division
P.O. Box 4990
Orlando, Florida 32802-4990

For all other deliveries:

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

12.2 Proposal Timeliness and Identification

The City is not responsible for the failure of a Proposer or the Proposer’s agent to submit responses in a timely manner or for a Proposal that is not properly addressed or identified. Sealed submittals should be clearly marked with **the name and the number of the Request for Proposal and the Proposer’s name, the address and telephone number.**

Please be advised that United States Postal Service (USPS) mail and other USPS deliveries, including all special and expedited service classes such as Priority or Express handled by the USPS, are not physically delivered to the City, but are held by the USPS for pick-up by the City. The City only collects USPS mail and other USPS deliveries one time per day immediately upon opening of the local Post Office branch, which are then sorted by the City for delivery to the Office of Purchasing and other City departments. This holds true for mail addressed to either the City’s Post Office box or the physical address of the Office of Purchasing at City Hall. Accordingly, in order for a submission to be received by the Office of Purchasing when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and place the submittal in the City’s call-box for pick-up by the opening time of the City’s Post Office branch on the submission deadline date.

Submissions placed in the City's call-box for pick-up after the opening time of the Post Office branch will not be picked up and will not be delivered to or received by the Office of Purchasing until the next business day. When using USPS mail and other USPS services, it is the sole responsibility of the Proposer to ensure that bids or proposals are received in the Office of Purchasing by the due date and time.

12.3 Proposal Binding

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

12.4 Conformance to Solicitation

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

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

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

12.5 Late Proposals

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

13.0 EVALUATION CRITERIA:

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

1. Responsiveness to Scope of Services – This criteria will include, but will not be limited to, evaluation of Proposer's response to the scope of work, sample reports of the kind the City has requested herein, and sample campaign materials used to draw attention to workplace giving programs.

2. Experience of Proposer and Staff - This criteria will include, but will not be limited to, Proposer's general statement of experience, operational capabilities, evaluation of the management team, proposed staff, financial stability, bankruptcies, and lost business.
3. Client References – This criteria will include, but will not be limited to, evaluation of the responses to client references for the Proposer.
4. Price Proposal - This criteria will include, but will not be limited to, evaluation of the information submitted.
5. Minority and Women Owned Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "F."

EVALUATION CRITERIA	
CATEGORY	POINTS
Responsiveness to Scope of Services and Operating Plan	25
Experience of Proposer and Staff	30
Responses to Client References	10
Price Proposal	30
Minority and Women Owned Business Enterprise - The degree of participation by City certified or recognized M/WBE	5
TOTAL:	100

14.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

14.1 Initial Review of Responses

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

14.2 Advisory Committee

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

14.3 Presentations

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

14.4 Opportunity for Presentations / Best and Finals

In the event the City deems it to be in its best interest to conduct discussions with Proposers or seek revision of Proposals, Proposers submitting Proposals deemed to be responsible and reasonably acceptable to be selected, will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Such revisions may be permitted after submission of Proposal and prior to award of an Agreement for the purpose of obtaining best and final offers.

14.5 Award Without Presentations

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

14.6 Ranking

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

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

14.7 Authority to Award

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

14.8 Reserved Rights

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

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

GENERAL TERMS AND CONDITIONS

15.0 QUESTIONS REGARDING THE SOLICITATION OR PROPOSAL PROCESS:

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

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

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

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

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

Karen Elzy, Purchasing Agent III
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990
Telephone: (407) 246-2368
Fax: (407) 246-2869
Email: Karen.Elzy@cityoforlando.net
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

16.0 ADDITIONAL INFORMATION:

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

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

17.0 ADDENDUM TO REQUEST FOR PROPOSAL:

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

18.0 APPLICABLE LAW:

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

19.0 AGREEMENT:

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

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

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

20.0 EXECUTION OF AGREEMENT:

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

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

21.0 RIGHT TO AUDIT RECORDS:

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

22.0 FISCAL YEAR FUNDING APPROPRIATION:

22.1 Specified Period

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

22.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

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

23.0 PUBLIC ENTITY CRIMES:

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

24.0 FLORIDA PROMPT PAYMENT ACT:

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

25.0 INVOICES:

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

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

- A. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. the amount due, applicable discount(s), and the terms thereof;
- C. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. the Purchase Order or Agreement number as supplied by the City;
- E. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Agreement's terms and conditions and is not in default of any of them.

26.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

27.0 PROPOSER'S GUARANTEE:

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

28.0 INSURANCE / PERFORMANCE BONDS:

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

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

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

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

29.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Agreement are exempt from Florida sales tax: The City's tax exempt number is 85-8013390960C-6. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

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

30.0 DRUG-FREE WORKPLACE CERTIFICATION:

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

31.0 AMERICANS WITH DISABILITIES ACT:

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

32.0 RECIPROCAL LOCAL PREFERENCE:

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

33.0 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

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

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

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

34.0 FOREIGN CORPORATION:

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

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

35.0 SUBCONTRACTORS:

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

36.0 PURCHASING CARD PROGRAM:

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

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

- Reduction of payment time
- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

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

37.0 LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, a copy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/cfo/includes/161_3.pdf. Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to an Agreement with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the Agreement and/or preclusion from future City Agreements at the sole option of the City. This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

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

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

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

38.0 SOFTWARE LICENSES:

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

ATTACHMENT “A”

THE AGREEMENT

FISCAL AGENT SERVICES FOR WORKPLACE GIVING CAMPAIGN

THIS AGREEMENT ("Agreement"), effective as of the ____ day of _____, 2010, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the Work as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

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

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

III. TERM OF AGREEMENT

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

IV. COMPENSATION

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

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

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

V. PAYMENT

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

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

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

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

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

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

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

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

VII. GENERAL CONDITIONS

A. Patents and Copyrights

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

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

B. Termination for Default

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

C. Termination for Convenience

The Director of Purchasing may terminate the Agreement for convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

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

E. Time of Completion

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

However, under such circumstances as described herein, the Director of Purchasing may at its discretion, cancel this Agreement for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

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

2. Insurance Requirements:

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

(a.) Commercial General Liability Insurance:

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

(b.) Automobile Liability Insurance:

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

(c.) Commercial Crime Liability Insurance:

Commercial Crime coverage shall be in the minimum amount of \$300,000 per employee/owner per occurrence.

(d.) Workers' Compensation Coverage:

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

(e.) Insurance Certificates:

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

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

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

G. Liquidated Damages

Parties agree that damages are difficult to determine but that these liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay the City the sum of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work, not as a penalty but as liquidated damages for breach of contract as herein set forth.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the credit herein provided is not a penalty but a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay.

H. Acceptance

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

I. Correction of Work

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

J. Right to Audit Records

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

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

K. Time is of the Essence

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

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

L. Information

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

M. Extra Work

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

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work.

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

N. Familiarity With The Work

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

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

O. Title and Risk of Loss

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

VIII. MISCELLANEOUS PROVISIONS

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

- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- G. This Agreement is considered a non-exclusive Agreement between the parties.
- H. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud.

As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- L. The City's Director of Purchasing or written designee shall have authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder.

**Request for Proposal for Fiscal Agent Services
For Workplace Giving Campaign**

Request for Proposal RFP10-0226 / KE

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

PURCHASING AND MATERIALS
MANAGEMENT DIVISION
CITY OF ORLANDO, FLORIDA

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

By: _____
Director of Purchasing

Date: _____, 2010

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

Date: _____, 2010

CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, as the _____, on behalf of _____ He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 2010.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT “A”

REQUEST FOR PROPOSAL

EXHIBIT “B”

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

ATTACHMENT “B”

**PRE-PROPOSAL CONFERENCE
ATTENDANCE NOTIFICATION FORM**

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A **Non-Mandatory Pre-Proposal Conference** will be held at **The Purchasing and Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on Wednesday, June 2, 2010 at 1:00 p.m., Local Time, City of Orlando, FL.**

Please return this form by: Tuesday, June 1, 2010.

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

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

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

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

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

Signature

Title

Name of Company

Date

ATTACHMENT "C"

PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

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

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

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

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

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

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2010

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

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

E-MAIL ADDRESS

ATTACHMENT "D"

ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

Company

Signature

Title

ATTACHMENT "E"

REFERENCES

REFERENCES

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

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

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

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

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

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

ATTACHMENT “F”

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

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN SUBCONTRACTS

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

1. Policy:

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

2. Submittal:

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

3. Reports:

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

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

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

4. Plan Changes:

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

5. Miscellaneous:

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

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

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

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE UTILIZATION SCHEDULE

MBE UTILIZATION

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

TOTAL MBE _____%

WBE UTILIZATION

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

TOTAL WBE _____%

ATTACHMENT “G”

**QUESTIONS REGARDING SOLICITATION
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS



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

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

SOLICITATION NUMBER: RFP10-0226 / KE **DATE SUBMITTED:** _____

SOLICITATION TITLE: RFP FOR FISCAL AGENT SERVICES FOR WORKPLACE GIVING CAMPAIGN PRICE PROPOSAL

COMPANY NAME: _____

ADDRESS: _____

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

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT “H”

PRICE PROPOSAL

**FISCAL AGENT SERVICES FOR WORKPLACE
GIVING CAMPAIGN PRICE PROPOSAL**

This will be a firm percentage-based Agreement and the Scope of Services to be completed by Contractor consists of specifications as defined in this Request for Proposal. Compensation for the services stated herein shall be in accordance with the following Price Proposal:

Proposer will provide fiscal agent services for the City of Orlando and offers the City the following proposal:

% of Gross Contribution Dollars for a twelve (12) month period: _____%

To facilitate comparisons of Price Proposals, the Proposer shall calculate the following scenario. The calculated total will be used for evaluation purposes only. (The actual annual fee paid to the Contractor will be calculated each year based upon the proposed percentage and the total Gross Contribution Dollars). The initial term of the Agreement will be for thirty-six months during which the proposal pricing shall remain constant.

Scenario:

\$300,000 (total annual amount pledged) x _____ % (proposed rate) = \$_____ (annual fee).

Authorized Signature

Printed Name

Date