



REQUEST FOR PROPOSALS RFP # 09/10-111

The City of West Palm Beach Community Redevelopment Agency

Professional Architectural / Urban Planning Services for Redevelopment Projects





"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION

1045 Charlotte Avenue
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

**REQUEST FOR PROPOSALS
RFP #09/10-111**

**PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES
FOR REDEVELOPMENT PROJECTS**

The Community Redevelopment Agency of the City of West Palm Beach, Florida is soliciting experienced architectural/urban planning firms to provide services for redevelopment projects on an as-needed basis.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, March 3, 2010**, whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

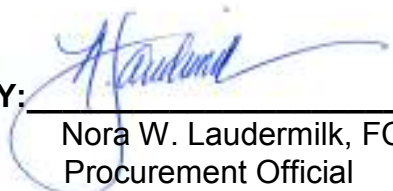
Interested parties may obtain a copy of this Request for Proposals by contacting the Procurement Division at (561) 822-2100.

All proposals must be delivered or mailed to:

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

ENVELOPE MUST BE IDENTIFIED AS RFP #09/10-111 . Small Business participation is 15%.

BY:



Nora W. Laudermilk, FCCN
Procurement Official

PUBLISH:

Palm Beach Post
January 31, 2010

PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES FOR REDEVELOPMENT PROJECTS

RFP #09/10-111

OVERVIEW



1. INTRODUCTION

The Community Redevelopment Agency (hereinafter known as “CRA”) of the City of West Palm Beach, Florida is a public agency governed by Chapter 163, Part III of the Florida Statutes. Created by the City of West Palm Beach, the CRA is tasked with facilitating redevelopment to improve the economic vitality and quality of life in the designated redevelopment areas. There are two redevelopment districts in the City; the Northwood/Pleasant City Redevelopment district is located generally north of Palm Beach Lakes Boulevard, and includes the Currie corridor, Pleasant City, Northwood Business District, the Broadway corridor and the Industrial district west of the Florida East Coast railroad and north of Coleman Park. The Downtown/City Center Redevelopment district is generally bounded by Okeechobee Boulevard on the south, including the Convention Center and adjacent properties, Lake Worth on the east, Australian and Tamarind Avenues on the west and Palm Beach Lakes Boulevard on the north. The combined districts total approximately 1400 acres. The CRA is staffed with full-time employees dedicated to addressing blighted conditions in these areas.

2. PROJECT OBJECTIVE

The CRA seeks experienced architectural/urban planning firms (hereinafter known as “Firm”) for professional services for redevelopment projects on an as-needed basis.

3. SCOPE OF WORK

The intent of this Request for Proposals (RFP) is, through a competitive process, to select one or more firms with whom to negotiate an Agreement to provide architectural/urban planning services to the CRA . Upon award, the CRA will negotiate a contract.

The scope of professional services shall be on an as-needed basis to address specific architectural, urban planning, or redevelopment concerns and/or plans relating to, but not limited to, the following:

- Architectural design; for example: façade design, signage design, wall design, entrance feature design, conceptual building design, etc.
- Pedestrian oriented urban design

- Site planning, master planning for small areas
- Street design, streetscapes
- Corridor studies
- Park/public space design
- Public parking conceptual design
- Concept proformas for development parcels
- Project design
- Permitting planning and assistance
- Project scope development / RFPs
- Design review, plan review
- Community interaction and facilitation of development projects
- Preparing urban design guidelines
- Rezoning request assessments
- Amendments to the zoning code
- Planning studies, massing studies
- Programming, estimating, scheduling
- Funding sources and applications
- Construction project management
- Implementation strategies
- Property and rights-of-way acquisition strategies

The scope of services may be as specific as preparing architectural construction documents or as general as preparing a community master plan. The firms selected will be used for several specific task orders.

4. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions, and specifications desired by the CRA to receive proposals for professional architectural/urban planning services for redevelopment projects. It is the intent of the CRA to select one or more firms to supply the services necessary. Nothing in this RFP is intended to restrict the CRA in any way in the selection of the proposals that best meet the needs of the CRA. The CRA reserves the right to reject any or all proposals and to negotiate changes in proposals or best and final offers.

Firms may submit for any or all of these services. Firms must exhibit considerable relevant experience with any or all of the respective types of work and should emphasize municipal experience and capability of the particular personnel who will actually perform the work. Preference will be given to firms with skill and experience in redevelopment projects and specializing in urban design and with capacity to perform in terms of personnel, facilities, and financial viability. The CRA intends to contract with more than one firm and with firms of diverse work specialties. One or more firms may be selected to

perform the same professional services on an as-needed basis or a firm may be selected for one or more types of professional services. Additionally, firms may be requested to sub-contract with other appropriate professional firms on an as-needed basis.

5. PRE-QUALIFICATION REQUIREMENT

Proposer must be pre-qualified as to its capabilities to execute and complete the applicable types of work. The Application for Pre-Qualification as a Professional is available from the Procurement Division and must be completed in its entirety if your firm has not already done so. Once your firm has been considered for qualification, you will be notified by the Procurement Official. **Your firm must be Pre-Qualified with the City of West Palm Beach (“City”) in order to be considered for award.** Pre-Qualification is a separate document from this RFP and must be submitted separately from this document.

The Type of Work required in order to be qualified for this project is:

104 Architectural Design

6. MINIMUM REQUIREMENTS

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

Item	Criteria	Minimum Requirements
1.	Pre-Qualification	Proposer must be pre-qualified for Type of Work 104 identified under CCNA.
2.	Experience	Proposer must demonstrate that the past experience of the proposed team includes a minimum of five (5) years experience in architectural design such as façade design, signage design, wall design, entrance feature design, conceptual building design, etc. Planning and massing studies and construction project management are also required. Please provide a least three (3) references from projects with the elements listed above.
3..	Capacity	Proposer can demonstrate that it has sufficient personnel, and financial resources to handle the proposed project workload in a timely and cost effective manner.
4.	Past Performance	Proposer must have good references for prior projects as determined by reference checks. Proposer must have proven record of successful past performance with the City.

5.	Certification	Key project personnel have the appropriate licenses, registrations and certifications.
6.	Representations & Disclosures	Provide all required representations and disclosures.
7.	Signature	Qualification Statement must be signed by an officer authorized to bind the firm
8.	Receipt	Qualification received in the Procurement Division on or before the due date and time.

PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES FOR REDEVELOPMENT PROJECTS

RFP #09/10-111

TERMS AND CONDITIONS



NOTE: The terms and conditions of the final Agreement and the services to be provided shall include, but not be limited to, those described or specified herein. The services and terms described or specified shall not be deemed to constitute a comprehensive list, having the effect of excluding terms not specifically mentioned. The final Agreement will have additional terms and conditions not included herein. The Agreement and all modifications thereto, shall be in writing, executed by both parties.

1. SUBMITTAL OF DOCUMENTS

Proposer shall submit **one (1) original and five (5) copies** of the proposal to the Procurement Division at the time and date specified (Tuesday, March 3, 2010 at 3:00 p.m.). At the designated time and place, the Procurement Official or designee will record the proposals for the record. The CRA reserves the right to waive any irregularities in the proposal. The City or the CRA will not be responsible for the payment of any expenses incurred as a result of responding to the proposal.

These documents constitute the complete set of specification requirements and forms. It is the responsibility of the proposer to insure that all pages are included. Therefore, all proposers are advised to closely examine this package.

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

Time is of the essence and any proposal received after **3:00 p.m., on Tuesday, March 3, 2010**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and deadline hour. The envelope must be stamped by Procurement Office personnel with the date and time received. The CRA will in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram, or facsimile shall not be accepted.

The CRA may issue written addenda to all recipients to clarify, comment, correct, or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning this RFP, please contact:

Nora W. Laudermilk, Procurement Official
City of West Palm Beach Procurement Division
401 Clematis St. 5th Floor
West Palm Beach, FL 33401
(561) 822-2100

2. RIGHTS AND PRIVILEGES

Rights and privileges granted by the CRA shall not be assigned or transferred, in any manner whatsoever, without written approval of the CRA Board. At all times during the term of the Agreement, the Firm shall act as an independent contractor and at no time shall the Firm be considered an agent or partner of the CRA. The Firm shall obtain and pay for all permits, licenses, Federal, State, and Local taxes chargeable to its operation.

3. LOBBYING PROHIBITED

As to any matter relating to this RFP, proposers or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this RFP. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition will result in rejection and/or disqualification of the proposer.

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

4. DISCLOSURE AND DISCLAIMER

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

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

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

The information contained herein is provided solely for the use of proposers in responding to this RFP. Any reliance on any communications with City or CRA representatives shall be at each proposer's own risk. No warranty or representation is made by the CRA that any proposal conforming with these requirements will be selected for consideration, negotiation, or approval.

The CRA, and its employees and board members, shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the CRA nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a proposer in preparing and responding to this RFP are the sole responsibility of the proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the proposers shall be made before the CRA staff. Agreement negotiation will take place with the CRA staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the CRA may, at its sole option, withdraw this RFP.

The CRA reserves the right to select the proposal which in the opinion and sole discretion of the CRA will be in the best interest of and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may at its discretion request resubmittal of proposals. All expenses in preparing the proposal and any resubmittals shall be borne by the proposer.

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

The CRA and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for

opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CRA reserves the right to make any final determination of the applicability of the Public Records Law.

5. SMALL BUSINESS PROGRAM

The City of West Palm Beach, in an effort to encourage small business participation, in the City's procurement process, has adopted Ordinance No. 3790-04 (Small Business Program Ordinance). This Ordinance is incorporated hereto by reference. However, proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note that, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

The Small Business Program is in the procurement Division and is responsible for monitoring compliance with the SB Ordinance. Questions relating to the SB Ordinance requirements or procedures should be directed to: **Tiffany Neilly-McCray, Small Business Program, 401 Clematis Street, West Palm Beach, FL 33401, tel: (561) 822-2100, fax: (561) 822-1564.**

In accordance with the SB Ordinance, no goal for SB participation has been set on RFP # 09/10- is 15%.

NOTE: As of August 30, 2004, the City of West Palm Beach accepts vendors certified by Palm Beach County. Vendors certified by Palm Beach County will count toward meeting the goal. Please attach a copy of the County certification as proof of certification for each vendor with your proposal.

6. DISCLOSURE OF PROPOSAL CONTENTS

All material submitted becomes the property of the City of West Palm Beach and the CRA. The CRA has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

7. PROMPT PAYMENT / RETAINAGE

The City of West Palm Beach abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

8. CITY AS GATEKEEPER OF DOCUMENTS

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

9. PROTESTS

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

Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

10. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

- a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Request for Proposals.
- c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.
- d. This Request for Proposals shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, bid document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

11. ACCEPTANCE/REJECTION

The City of West Palm Beach reserves the right to accept or to reject any or all proposals and make the award to that proposer, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of West Palm Beach also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of proposers in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

The Procurement Official reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any proposal. Additionally, proposals may be considered irregular and may be rejected if the proposal:

1. does not strictly conform to the requirement of the RFP
2. shows omissions
3. conditional terms by Proposer
4. abandonment of the project

12. CONFLICT OF INTEREST

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

13. GOVERNMENT IN THE SUNSHINE LAW

All evaluations, oral presentation and negotiations under this RFP process shall be conducted openly in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

**PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES
FOR REDEVELOPMENT PROJECTS
RFP #09/10-111**

SPECIAL TERMS AND CONDITIONS



1. CONTRACT AGREEMENT/COMPENSATION

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

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

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

2. TERM OF CONTRACT

The initial contract term shall commence upon final execution of the agreement and shall be for a minimum three (3) year period. The CRA reserves the right to extend the contract for two (2) additional one (1) year term(s) providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA. The CRA intends to contract with more than one firm and with firms of diverse work specialties.

Renewal will be based on performance. The CRA may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

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

3. ADDENDA TO THE RFP

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

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

Nora W. Laudermilk, FCCN, Procurement Official
City of West Palm Beach Procurement Division
401 Clematis St. 5th Floor
West Palm Beach, FL 33401
(561) 822-2100
Fax: (561) 822-1564
E-Mail: nlaudermilk@wpb.org

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

4. PRIME PROPOSERS RESPONSIBILITIES

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

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

5. CONTRACT

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

Within 3 days of receipt of notice of intent to award a contract, a Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to

not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

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

6. TERMINATION

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

7. INSURANCE REQUIREMENTS

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

- A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach and the CRA with certificates of insurance evidencing liability coverage as follows:
 - 1. Professional Liability – Minimum \$1,000,000.00 limit.
 - 2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - 3. Automobile Liability – Minimum \$1,000,000.00 limit.

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

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

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

8. AWARD

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

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

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

9. NEGOTIATIONS

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

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

10. REGISTRATION

Each Proposer is **required** to **register** with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration form attached as *Form P-1* and fax or mail to the Procurement Official at the address noted below on or before **5:00 p.m., Friday, February 19, 2010**. It is the responsibility of each Proposer to ensure that it receives all addenda.

The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

Nora W. Laudermilk, Procurement Official
401 Clematis St. 5th Floor
West Palm Beach, FL 33401
Office: 561-822-2100
Fax: 561-822-1564

11.. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the firm selected and the successful Proposer will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

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

12. TERMINATION

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

13. PRIOR OR PENDING LITIGATION

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

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

14. JOINT VENTURES AND PARTNERSHIPS

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

PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES FOR REDEVELOPMENT PROJECTS

RFP #09/10-111

SUBMITTAL CRITERIA



Proposer shall submit **one (1) original and five (5) copies** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Due Date and Time: 3:00 p.m., Tuesday, March 3, 2010

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

Proposers shall submit the following information as described in the sections below:

Section 1: INTRODUCTION LETTER

An introduction letter introducing the firm including the corporate name (if applicable), address and telephone number of principal office, number of years in business, and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. ***Introduction must be signed by an individual authorized to bind the firm.*** Briefly state the firm's understanding of the services to be provided and make a positive commitment to perform and complete the tasks as may be assigned.

Section 2: ADMINISTRATIVE SECTION

Please insert a copy of your notification letter stating the Types of Work you have been Pre-Qualified for under the Consultant's Competitive Negotiation Act (CCNA).

Section 3: PAST EXPERIENCE AND REFERENCES

The proposal shall include the Firm's past performance, including a minimum of five (5) examples of architectural design and urban development or infill-type projects or plans including the original scope of service and overall task project fees.

Provide a minimum of three (3) references for which you provided a similar services within the past five years of the scope and nature required by this RFP similar in size to the City of West Palm Beach. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Please include a description of adherence to meeting the Minimum Requirement specified on page 4.

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

Section 4: APPROACH AND IMPLEMENTATION

The award of the contracts may be based on certain objective and subjective considerations such as the examples listed below. The proposer shall provide evidence of experience relative to each of the areas listed below:

- Experience with development projects in urban environments.
- Background and experience with this type of task order based contracts.
- Complete team members' experience.
- Experience with government agencies and review boards.
- Ability to demonstrate established professional history of collaborative minority relationships on development projects.
- General administrative capabilities in getting projects completed on schedule.
- Ability of firm to work with other firms/groups.
- Location of firm's office.
- Past project design excellence.

Section 5: SMALL BUSINESS PARTICIPATION

Complete all required forms included or referenced herein for Small Business participation in this section. Proposers shall make a positive commitment to participate in the Small Business Program. Proposers are to list the small businesses they anticipate utilizing for this project. A dollar figure is not required at the time of submittal.

END OF RFP

**PROFESSIONAL ARCHITECTURAL / URBAN PLANNING SERVICES
FOR REDEVELOPMENT PROJECTS**

RFP #09/10-111

REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST, Friday, February 19, 2010** in order to receive any addenda(s) issued for this RFP.

Please fax to 561-822-1564.

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

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax(_____) _____

E-Mail Address: _____

Preferred Method of Receipt: ☐ Fax ☐ E-Mail



Procurement Division/Small Business Program

401 Clematis St. 5th Flr.
West Palm Beach, FL 33401
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

Form SB01

Statement of Small Business Participation

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

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB or RFP Title: _____ Project Number: _____

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

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

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

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

Preparer's Signature: _____ Date: _____



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Form SB02

Subcontractors Listing

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

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

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

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

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

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Form SB03

Letter of Intent

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

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: _____

ITB or RFP Number: _____

SECTION II. Small Business Participation

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

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

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____