

**AGREEMENT FOR
COMPREHENSIVE USER FEE STUDY AND INDIRECT COST
ALLOCATION STUDY**

THIS AGREEMENT, made this 20th day of August 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Matrix Consulting Group, LTD, a California corporation authorized to transact business in the State of Florida as Matrix C G Inc., ("Contractor" or "Company"), whose address and phone number are 201 San Antonio Circle, Suite 148, Mountain View, CA 94040, Telephone: 650-858-0507, Fax: 650-917-2310, Email: rbrady@matrixcg.net.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 135-11098, Comprehensive User Fee Study and Indirect Cost Allocation Study, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated January 30, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated August 20, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on February 19, 2013, and shall end on February 18, 2017. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the fixed price specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits:

~~\$1,000,000~~
~~\$2,000,000~~ per occurrence



Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F. Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in

Chapter 119, Florida Statutes (2012), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

DD. Response to RFP

The second sentence of the second paragraph under Task 5 on Page 13 of the Contractor's response to the RFP is revised to state as follows: "While the model is structured in Excel, to the extent the technical model is a trade secret pursuant to Florida law, it is for internal use by City staff only."

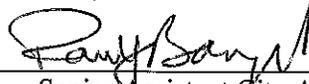
The fourth sentence under Task 9 on Page 18 of the Contractor's response to the RFP is revised to state as follows: "Additional meetings can be arranged in accordance with the City's Travel Allowance and Subsistence Policy."

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

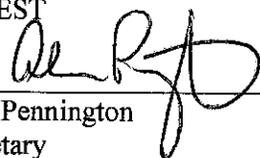
CITY OF FORT LAUDERDALE

By: 
City Manager

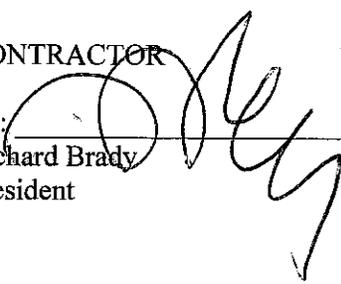
Approved as to form:


Senior Assistant City Attorney

ATTEST

By: 
Alan Pennington
Secretary

CONTRACTOR

By: 
Richard Brady
President

(CORPORATE SEAL)

STATE OF California :
COUNTY OF Santa Clara :

The foregoing instrument was acknowledged before me this 13th day of August, 2013, by Richard Brady as President for Matrix Consulting Group,

LTD, a California corporation authorized to transact business in the State of Florida as Matrix C G Inc.

(SEAL)



S. J. Haynes
Notary Public, State of California
(Signature of Notary Public)

S. J. Haynes
(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced DRIVERS LICENSE

8. J. HAYNES
Commission # 5055157
Notary Public - California
Santa Clara County
My Comm. Expires May 18, 2017



Solicitation 135-11098

**Comprehensive User Fee Study and Indirect Cost
Allocation Study**

Bid designation: Public



City of Fort Lauderdale

Bid 135-11098

Comprehensive User Fee Study and Indirect Cost Allocation Study

Bid Number **135-11098**
Bid Title **Comprehensive User Fee Study and Indirect Cost Allocation Study**

Bid Start Date **Jan 8, 2013 10:40:30 AM EST**
Bid End Date **Jan 31, 2013 2:00:00 PM EST**
Question &
Answer End **Jan 16, 2013 2:00:00 PM EST**
Date

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Changes made on Jan 10, 2013 4:12:38 PM EST

New Documents **RFP 11098 General Fund User Fees to be Reviewed.pdf**

Changes were made to the following items:

Comprehensive User Fee Study and Indirect Cost Allocation Study

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to conduct a Comprehensive User Fee Study and Indirect Cost Allocation Study, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking to maximize non-tax revenues, while widening and diversifying income streams. The comprehensive user fee study will identify the array of services that the City either can or currently provides, and the costs associated therewith. The *User Fee Study* will identify the true cost of each service where a fee is either being charged or being contemplated. Building Department fees will not be included in the study.

The City is also seeking a reasonable and consistent method to allocate indirect costs to direct operations and to ensure full cost recovery for services supported by the General Fund. The model will utilize comprehensive overhead rates in an equitable allocation method and accurately account for all true costs of a program or service. The *Indirect Cost Allocation Study* should include the development of an allocation plan from consistent readily available data that can be updated by the City on an ongoing basis.

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

Please read the entire RFP for all the requirements for this solicitation.

Added on Jan 10, 2013:

See attached document - **FY 2012 General Fund Revenue Forecast**

Changes made on Jan 10, 2013 4:12:38 PM EST

R0FP # 135-11098**TITLE: Comprehensive User Fee Study and Indirect Cost Allocation Study****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to conduct a Comprehensive User Fee Study AND Indirect Cost Allocation Study, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking to maximize non-tax revenues, while widening and diversifying income streams. The comprehensive user fee study will identify the array of services that the City either can or currently provides, and the costs associated therewith. The *User Fee Study* will identify the true cost of each service where a fee is either being charged or being contemplated. Building Department fees will not be included in the study.

The City is also seeking a reasonable and consistent method to allocate indirect costs to direct operations and to ensure full cost recovery for services supported by the General Fund. The model will utilize comprehensive overhead rates in an equitable allocation method and accurately account for all true costs of a program or service. The *Indirect Cost Allocation Study* should include the development of an allocation plan from consistent readily available data that can be updated by the City on an ongoing basis.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

Both studies as stated in this RFP must be completed and delivered to the City on or before June 1, 2013.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Please include a project schedule which includes a breakdown of estimated hours to be worked by each of your project team members.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

The **anticipated schedule** for this RFP is as follows:

EVENT	DATE/TIME
Release of RFP	01/8/13
Pre-Proposal Meeting	Not Applicable
Deadline for Questions/Request for Clarifications	01/16/13, prior to 2:00pm EST
Proposal Due Date/Time (Deadline)	01/31/13, prior to 2:00pm EST

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 11/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The contract term shall commence upon date of award by the City and shall expire four years from that date. Within this contract term, the City is requesting the Contractor to conduct a Comprehensive User Fee Study and Indirect Cost Allocation Study as stated in the RFP to be completed by June 1, 2013. The City may request the Contractor to conduct a similar follow-up Comprehensive User Fee Study and Indirect Cost Allocation Study, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), sometime within the next four years, contingent upon budget approval and appropriation of funds.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. **CONTRACT COORDINATOR**
The City may designate a Contract Coordinator whose principal duties shall be:
 - Liaison with Contractor.
 - Coordinate and approve all work under the contract.
 - Resolve any disputes.
 - Assure consistency and quality of Contractor's performance.
 - Schedule and conduct Contractor performance evaluations and document findings.
 - Review and approve for payment all invoices for work performed or items

delivered.

08. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

09. **INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

10. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel (if any) are to be included in your proposal. The City will not accept any additional costs.

11. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall

provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

14. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person,
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

18. **SUBCONTRACTORS**

No subcontractors are to be used for this project.

19. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or 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 a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. **CANADIAN COMPANIES**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

22. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

23. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

24. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

25. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

For the User Fee Study and Cost Allocation Study, the scope of services will include the following tasks:

1. Contractor discussion with Budget/CIP & Grants Division and Finance personnel to discuss objectives of the study, the development involved, the sections and functions to be included in the study, and organizational changes that have occurred since the last cost allocation study was implemented.
2. On site visit to collect organizational, personnel, and financial information relative to the studies by meeting with various departments and staff.
3. Generate cost allocation summary schedules and narratives in a format that can be applied prospectively for future budgets using standard cost allocation methodologies and cost principles.
4. The ability to add or remove direct or indirect costs as needs and programs change.
5. The ability to update the model and indirect cost allocation plan as the organization of the City changes.
6. Generate recommendations and schedules for user fee charges.
7. Provide clear documentation regarding the basis for the recommendations as well as the assumptions used.
8. Review with Budget/CIP & Grants Division, Finance personnel, and relevant operating departments.
9. Revise as necessary.
10. On site visit to present draft study documents to staff and the City Commission, including all supporting schedules, statistical data, and assumptions for review by City staff.
11. Incorporate comments from City staff and officials, and prepare final documents including all supporting schedules, statistical data, and assumptions in original form (Word, Excel, etc.) as well as in a printer-ready pdf format.
12. Ensure that the plans will comply with the Federal regulations (OMB Circular A87).

Exhibit A is additional information and Exhibit B will provide to you some perspective on various City funds and how they are currently being charged (FY 2013 Adopted Budget – General Fund Indirect Cost Allocations).

DELIVERABLES

The User Fee Study and Cost Allocation Study should be professionally printed and bound separately with five (5) copies delivered along with a pdf of the documents on a disk, and a usable model that allows for future updates to the plan for cost allocation.

Both studies must be completed and delivered to the City on or before June 1, 2013.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES (CONT.)**MINIMUM REQUIREMENTS**

All firms that submit a proposal for consideration must meet the minimum qualifications as provided below. If the minimum qualifications are not met, the consultant's submittal will be deemed non-responsive.

- a) Cover letter summarizing proposal
- b) Outline a work program or plan to satisfy the requirements listed
- c) Comprehensive summary of the experience and qualifications of the individual or team performing the study. This should include any credentials, relevant experience, and any other information that the City can use to evaluate the proposers ability to perform the requested service.
- d) The Contractor should have successfully completed at least two (2) cost allocation or user fee studies for governmental entities of comparable size to Fort Lauderdale within the last five years. Please provide the following information for all recent studies:
 1. Name, phone number, address, and email
 2. Description of the scope of study conducted
 3. Month and year the project was started and completed
 4. Role of proposers firm and responsibilities
 5. To what degree the organization implemented your recommendations
- e) Five references of previous engagements with other governmental and/or public sector clients. For all references given, the proposer must include:
 1. Name, phone number, address, and email
 2. Description of the scope of study conducted
- f) The Contactor shall submit a minimum of one (1) cost allocation or user fee study sample

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.	30%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	40%
Cost to the City (COST POINTS FOR EVALUATION PURPOSES ARE BASED UPON THE FIRM FIXED FEE FOR THE INITIAL STUDY ONLY).	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, 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 material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, rate for all services identified in this request for proposal. THIS FIRM FIXED RATE MUST INCLUDE ANY COSTS FOR TRAVEL TO THE CITY. NO OTHER COSTS WILL BE ACCEPTED.

CONTRACTOR SHOULD PROVIDE YOUR PROJECT SCHEDULE, WHICH INCLUDES A BREAKDOWN OF ESTIMATED HOURS TO BE WORKED BY EACH OF YOUR PROJECT TEAM MEMBERS. **Both studies must be completed and delivered to the City on or before June 1, 2013.**

TOTAL FIRM FIXED FEE (INITIAL STUDY PRICE) \$ _____
(COST POINTS FOR EVALUATION PURPOSES ARE BASED UPON THE FIRM FIXED FEE FOR THE INITIAL STUDY ONLY).

The City may request the Contractor to conduct a similar follow-up Comprehensive User Fee Study and Indirect Cost Allocation Study, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), sometime within the next four years, contingent upon budget approval and appropriation of funds. Contractor must agree to future price as stated below for the similar follow-up study, within the next four years.

TOTAL FIRM FIXED FEE (FUTURE PRICE) \$ _____

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: PART VII - PROPOSAL PAGES – COST PROPOSAL page and Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables, including project schedule with a breakdown of estimated hours to be worked by each of your project team members.
- Tab 4: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida. As Contractor will be coming to the City of Fort Lauderdale for at least one visit, Contractor will be required to be registered with the State of Florida to transact business in the State.
- Tab 5: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 6: List of five (5) government agencies and/or private firm client/references for whom you have provided similar services in the last five years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness, and description of the scope of study conducted. See attach additional sheets if necessary.
- Tab 7: The proposer must have successfully completed at least two (2) cost allocation or user fee studies for governmental entities of comparable size to Fort Lauderdale within the last five years. Please provide the following information for all recent studies:
- Name, phone number, address, and email
 - Description of the scope of study conducted
 - Month and year the project was started and completed
 - Role of proposers firm and responsibilities
 - To what degree the organization implemented your recommendations

Tab 8: The Contactor should submit a minimum of one (1) cost allocation or user fee study sample

REFERENCES (TAB 6)

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Description/Scope of project conducted

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Description/Scope of project conducted

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Description/Scope of project conducted

Address
City State Zip
Phone/Fax
Contact Name
Description/Scope of project
conducted

Agency/Firm Name:
Address
City State Zip
Phone/Fax
Contact Name
Description/Scope of project
conducted

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance**, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 11/12

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

EXHIBIT A
Additional Information

- Comprehensive User Fee Study will include all user fee based revenues in the General Fund, which are primarily related to the Parks and Recreation Department.
- The Indirect Cost Allocation Study is necessary to recover the cost of two separate funds:
 - The General Fund indirect/administrative costs from Enterprise, Special Revenue, Internal Service Funds, and State and Federal Grants being administered within the City; and
 - The Central Services (ITS) Internal Service Fund full costs from General Fund, Enterprise, Special Revenue, Internal Service Funds, and State and Federal Grants being administered within the City.
- Exhibit B is provided to give you some perspective on the various City's funds and how they are currently being charged.
- The City is in the process of collecting data to be able to quantify departmental workloads, however, this data is preliminary and may not be suitable for use at this time.

EXHIBIT B

CITY OF FORT LAUDERDALE FLORIDA
 FY 2013 Adopted Budget
 General Fund Indirect Cost Allocations

General Fund Departments Amounts to be Allocated		Basic for Allocation	General Fund	Water Sewer Fund	City Insurance Fund	Vehicle Rental Fund	Sanitation Fund	
City Attorney	3,553,728	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$3,553,728	Amount of Allocation	\$1,924,252	\$509,556	\$317,937	\$141,131	\$149,427	
City Auditor	873,901	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$873,901	Amount of Allocation	\$473,195	\$125,305	\$78,184	\$34,706	\$36,746	
City Clerk	1,168,675	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$1,168,675	Amount of Allocation	\$632,808	\$167,572	\$104,557	\$46,412	\$49,140	
City Commission	1,120,447	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$1,120,447	Amount of Allocation	\$606,693	\$160,657	\$100,242	\$44,497	\$47,112	
City Manager	1,248,849	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$1,248,849	Amount of Allocation	\$676,220	\$179,068	\$111,729	\$49,586	\$52,512	
City Manager: Structural Innovation	553,714	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$553,714	Amount of Allocation	\$299,822	\$79,395	\$49,538	\$21,990	\$23,283	
City Manager: Budget/CIP & Grants	1,136,163	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$1,136,163	Amount of Allocation	\$615,203	\$162,910	\$101,648	\$45,121	\$47,773	
City Manager: Public Information	996,355	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$996,355	Amount of Allocation	\$539,501	\$142,864	\$89,140	\$39,569	\$41,895	
City Manager: Neighborhood Support	615,100	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$615,100	Amount of Allocation	\$333,061	\$88,197	\$55,030	\$24,428	\$25,864	
Finance: Finance Administration	563,739	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$563,739	Amount of Allocation	\$305,260	\$80,832	\$50,435	\$22,388	\$23,704	
Finance: Accounting	2,055,638	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$2,055,638	Amount of Allocation	\$1,113,075	\$294,750	\$183,909	\$81,637	\$86,435	
Finance: Procurement	1,289,298	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$1,289,298	Amount of Allocation	\$698,122	\$184,668	\$115,348	\$51,203	\$54,212	
Finance: Treasury	834,390	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$834,390	Amount of Allocation	\$451,801	\$119,640	\$74,649	\$33,137	\$35,084	
Human Resources	2,097,367	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$2,097,367	Amount of Allocation	\$1,135,671	\$300,734	\$187,643	\$83,294	\$88,190	
Human Resources Employee Relations	195,633	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$195,633	Amount of Allocation	\$105,876	\$28,037	\$17,494	\$7,765	\$8,222	
Facilities Maintenance	5,262,740	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$5,262,740	Amount of Allocation	\$2,849,639	\$754,605	\$470,835	\$209,002	\$221,287	
Non-Departmental Citywide Services	865,000	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	54.15%	14.34%	8.95%	3.97%	4.20%	
	\$865,000	Amount of Allocation	\$468,375	\$124,029	\$77,388	\$34,352	\$36,371	
Total Allocations			\$24,430,637	\$13,228,564	\$3,503,019	\$2,185,707	\$970,225	\$1,027,257
Information Technology	15,635,692	FY 2013 Total Budget	261,242,069	69,178,788	43,164,077	19,160,334	20,286,620	
	100.00%	% of Total Budget	55.86%	14.79%	9.23%	4.10%	4.34%	
	\$15,635,692	Amount of Allocation	\$8,733,495	\$2,312,693	\$1,443,004	\$640,543	\$678,195	

EXHIBIT B

CITY OF FORT LAUDERDALE FLORIDA
 FY 2013 Adopted Budget
 General Fund Indirect Cost Allocations

General Fund Departments Amounts to be Allocated	Basis for Allocation	Central Regional Fund	Parking Fund	Building Funds	Airport Fund	Stormwater Fund	ITS Fund	
City Attorney	3,553,728	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$3,553,728	Amount of Allocation	\$112,356	\$108,174	\$52,632	\$53,119	\$38,219	\$108,713
City Auditor	873,901	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.08%
	\$873,901	Amount of Allocation	\$27,630	\$26,601	\$12,943	\$13,063	\$9,398	\$26,734
City Clerk	1,168,675	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$1,168,675	Amount of Allocation	\$36,949	\$35,574	\$17,308	\$17,469	\$12,568	\$35,751
City Commission	1,120,447	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$1,120,447	Amount of Allocation	\$35,425	\$34,106	\$16,594	\$16,748	\$12,050	\$34,276
City Manager	1,248,849	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$1,248,849	Amount of Allocation	\$39,484	\$38,015	\$18,496	\$18,667	\$13,431	\$38,204
City Manager: Structural Innovation	553,714	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$553,714	Amount of Allocation	\$17,506	\$18,855	\$8,201	\$8,277	\$5,955	\$16,839
City Manager: Budget/CIP & Grants	1,136,163	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$1,136,163	Amount of Allocation	\$35,821	\$34,584	\$16,827	\$16,983	\$12,219	\$34,757
City Manager: Public Information	996,355	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$996,355	Amount of Allocation	\$31,501	\$30,329	14,756.32	\$14,893	\$10,715	\$30,480
City Manager: Neighborhood Support	616,100	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$616,100	Amount of Allocation	\$19,447	\$18,723	\$9,110	\$9,184	\$6,615	\$16,817
Finance: Finance Administration	563,739	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$663,739	Amount of Allocation	\$17,823	\$17,160	\$8,349	\$8,426	\$6,063	\$17,245
Finance: Accounting	2,055,638	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$2,055,638	Amount of Allocation	\$64,992	\$62,573	\$30,445	\$30,726	\$22,107	\$62,865
Finance: Procurement	1,289,298	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$1,289,298	Amount of Allocation	\$40,763	\$39,248	\$19,095	\$19,272	\$13,866	\$39,441
Finance: Treasury	834,390	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$834,390	Amount of Allocation	\$26,380	\$25,399	\$12,358	\$12,472	\$8,973	\$25,525
Human Resources	2,097,367	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$2,097,367	Amount of Allocation	\$66,311	\$63,843	\$31,063	\$31,350	\$22,556	\$64,161
Human Resources Employee Relations	195,533	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$195,533	Amount of Allocation	\$6,162	\$5,952	\$2,896	\$2,923	\$2,103	\$5,982
Facilities Maintenance	5,262,740	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$5,262,740	Amount of Allocation	\$166,389	\$160,196	\$77,943	\$78,664	\$56,598	\$160,994
Non-Departmental Citywide Services	865,000	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	14,759,177
	100.00%	% of Total Budget	3.16%	3.04%	1.48%	1.49%	1.08%	3.06%
	\$865,000	Amount of Allocation	\$27,348	\$26,330	\$12,811	\$12,930	\$9,303	\$26,461
Total Allocations	\$24,430,637	→	\$772,411	\$743,659	\$361,825	\$365,175	\$262,740	\$747,363
Information Technology	15,636,692	FY 2013 Total Budget	15,253,819	14,686,033	7,145,446	7,211,595	5,188,677	
	100.00%	% of Total Budget	3.26%	3.14%	1.53%	1.54%	1.11%	
Internal Service Fund	\$15,636,692	Amount of Allocation	\$509,945	\$490,964	\$238,877	\$241,088	\$173,461	

EXHIBIT B

CITY OF FORT LAUDERDALE FLORIDA
 FY 2013 Adopted Budget
 General Fund Indirect Cost Allocations

General Fund Departments Amounts to be Allocated	Basis for Allocation	Northwest Progresso Fund	Arts & Science Fund	Central Beach Fund	Beach Business Improvement District Fund	Police & Fire Retirement System	General Employees Retirement System	
City Attorney	3,553,728 100.00% \$3,553,728	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$14,578	1,418,834 0.29% \$10,451	1,099,127 0.23% \$8,098	668,029 0.14% \$4,921	13,533 0.00% \$100	9,022 0.00% \$66
City Auditor	873,901 100.00% \$873,901	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$3,585	1,418,834 0.29% \$2,570	1,099,127 0.23% \$1,991	668,029 0.14% \$1,210	13,533 0.00% \$25	9,022 0.00% \$18
City Clerk	1,168,675 100.00% \$1,168,675	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$4,794	1,418,834 0.29% \$3,437	1,099,127 0.23% \$2,662	668,029 0.14% \$1,618	13,533 0.00% \$33	9,022 0.00% \$22
City Commission	1,120,447 100.00% \$1,120,447	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$4,596	1,418,834 0.29% \$3,295	1,099,127 0.23% \$2,553	668,029 0.14% \$1,551	13,533 0.00% \$31	9,022 0.00% \$21
City Manager	1,248,849 100.00% \$1,248,849	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$5,123	1,418,834 0.29% \$3,673	1,099,127 0.23% \$2,845	668,029 0.14% \$1,729	13,533 0.00% \$35	9,022 0.00% \$23
City Manager: Structural Innovation	553,714 100.00% \$553,714	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$2,271	1,418,834 0.29% \$1,628	1,099,127 0.23% \$1,261	668,029 0.14% \$767	13,533 0.00% \$16	9,022 0.00% \$10
City Manager: Budget/CIP & Grants	1,136,163 100.00% \$1,136,163	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$4,661	1,418,834 0.29% \$3,341	1,099,127 0.23% \$2,588	668,029 0.14% \$1,573	13,533 0.00% \$32	9,022 0.00% \$21
City Manager: Public Information	996,355 100.00% \$996,355	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$4,087	1,418,834 0.29% \$2,930	1,099,127 0.23% \$2,270	668,029 0.14% \$1,380	13,533 0.00% \$28	9,022 0.00% \$19
City Manager: Neighborhood Support	615,100 100.00% \$615,100	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$2,523	1,418,834 0.29% \$1,809	1,099,127 0.23% \$1,401	668,029 0.14% \$852	13,533 0.00% \$17	9,022 0.00% \$12
Finance: Finance Administration	563,739 100.00% \$563,739	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$2,313	1,418,834 0.29% \$1,658	1,099,127 0.23% \$1,284	668,029 0.14% \$781	13,533 0.00% \$16	9,022 0.00% \$11
Finance: Accounting	2,055,638 100.00% \$2,055,638	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$8,433	1,418,834 0.29% \$6,045	1,099,127 0.23% \$4,683	668,029 0.14% \$2,846	13,533 0.00% \$58	9,022 0.00% \$38
Finance: Procurement	1,289,298 100.00% \$1,289,298	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$5,289	1,418,834 0.29% \$3,792	1,099,127 0.23% \$2,937	668,029 0.14% \$1,785	13,533 0.00% \$36	9,022 0.00% \$24
Finance: Treasury	834,390 100.00% \$834,390	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$3,423	1,418,834 0.29% \$2,454	1,099,127 0.23% \$1,901	668,029 0.14% \$1,155	13,533 0.00% \$23	9,022 0.00% \$16
Human Resources	2,097,367 100.00% \$2,097,367	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$8,604	1,418,834 0.29% \$6,168	1,099,127 0.23% \$4,778	668,029 0.14% \$2,904	13,533 0.00% \$59	9,022 0.00% \$39
Human Resources Employee Relations	195,533 100.00% \$195,533	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$802	1,418,834 0.29% \$575	1,099,127 0.23% \$445	668,029 0.14% \$271	13,533 0.00% \$5	9,022 0.00% \$4
Facilities Maintenance	5,262,740 100.00% \$5,262,740	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$21,589	1,418,834 0.29% \$15,477	1,099,127 0.23% \$11,989	668,029 0.14% \$7,287	13,533 0.00% \$148	9,022 0.00% \$98
Non-Departmental Citywide Services	865,000 100.00% \$865,000	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.41% \$3,548	1,418,834 0.29% \$2,544	1,099,127 0.23% \$1,971	668,029 0.14% \$1,198	13,533 0.00% \$24	9,022 0.00% \$16
Total Allocations	\$24,430,637	→	\$100,219	\$71,846	\$55,657	\$33,827	\$685	\$457
Information Technology	15,635,892 100.00% \$15,635,892	FY 2013 Total Budget % of Total Budget Amount of Allocation	1,979,158 0.42% \$66,165	1,418,834 0.30% \$47,433	1,099,127 0.24% \$36,745	668,029 0.14% \$22,333	13,533 0.00% \$452	9,022 0.00% \$302

RFP NO.135-11098

TITLE: Comparison User Fee Study and Indirect Cost Allocation Study

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY:

AUTHORIZED COMPANY PERSON:

STATE OF
COUNTY OF
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this day of 20, by as and respectively, of identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

August 1, 2012

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

City of Fort Lauderdale
FY 2012 General Fund Revenue Forecast
 As of 1/10/2013

Bid 135-11098

Revenue Source		FY 2013 Adopted Budget
J050	ALARM MONITOR REG FEES	6,200
J051	ALARM RESPONSE FEES	1,199,175
J052	ALARM USER REGISTRATION FEES	23,901
J059	MISCELLANEOUS POLICE FEES	97,030
J060	NUISANCE ABATEMENT FEES	8,422
J062	PAWN/2ND-HAND INSPECTION FEES	9,750
J101	FIRE INSPECTION FEES	627,943
J103	FIRE HI-RISE TEST FEES	521,050
J113	SPECIAL FIRE TEST FEES	85,000
J115	HAZARDOUS MATERIALS FEES	25,000
J118	MISCELLANEOUS FIRE FEES	150
J119	PHOTOS COPIES & PRINT SALES	200
J702	PROGRAM FEES-DAY CAMP	220,000
J726	BEACH MISC CONCESSION	42,350
J727	S BEACH BOAT STORAGE FEES	24,000
J751	ATHLETIC FEES-YOUTH PROGRAMS	245,000
J956	SENIOR PROGRAMS-SR/ADULT	140,000
K029	NONSPONSOR CHARGES-SPEC EVENT FEES	30,000
K101	AIKIDO-ACTIVITY CENTER	18,937
K105	GYMNASTICS-PROGRAM FEES	163,000
K106	OUTDOOR PROGRAMS	20,000
K107	YOGA AEROBICS	24,990
K110	GYM RENTALS/MISC.	36,000
K126	AUDITORIUM CONCESSIONS	87,150
K127	MISC EXPENSE REIMB-AUDITORIUM	830,000
K128	PARKING FEES-AUDITORIUM	265,908
K129	RENTALS-AUDITORIUM	260,000
K130	TICKET SVCCHG/COMMS-AUDITORIUM	10,000
K153	RECREATION CENTER RENTALS	100,000
K177	DOCKS COLLECTION AGENCY FEES	10,000
K180	ELECTRIC FEES-DOCKS	262,000
K182	LAUNDRY/VENDING/TV CABLE	8,194
K185	JUNGLE QUEEN-DOCKS	152,000
K186	YACHT FEES-DOCKS	2,267,000
K187	GENERAL ANCHORAGE FEES	43,905
K189	PRIVATE DOCK FEES	3,000
K191	SUBMERGED LAND LEASE FEES	145,000
K192	GAZEBO RENTAL	122
K226	ADULT PROGRAMS	28,964
K227	MEMBERSHIPS	135,000
K231	YOUTH PROGRAMS	24,000
K252	TENNIS COURT RENTALS	110,000
K253	TENNIS LESSONS	330,258
K254	TENNIS TOURNAMENTS	58,916
K255	CONCESSION REVENUE-HOLIDAY PARK	25,000
K275	RECREATION PROGRAM FEES	130,354
K301	BATTING CAGE FEES-MILLS POND	3,500
K302	CONCESSIONS-MILLS POND	85,000
K303	CONTRACTED EVENTS-MILLS POND	14,100
K305	SOFTBALL COMPLEX-MILLS POND	300,000
K306	SOFTBALL TOURNAMENT-MILLS POND	25,000
K310	FACILITY RENTALS-MILLS POND	25,000
K329	EVENT REVENUE-RIVERWALK	75,000
K334	LICENSES-RIVERWALK-ONE RIVER PLAZA	2,185
K358	ENTRANCE FEES-SNYDER PARK	45,000
K362	PAVILION RENTALS-SNYDER PARK	30,000
K363	SPECIAL EVENTS-SNYDER PARK	5,000
K384	OTHER EVENTS	40,000
K505	POOL PROGRAM FEES	80,000
K506	POOL ADMISSION FEES	4,000
K526	ADMISSIONS-HALL OF FAME	75,000
K527	FACILITY RENTALS-HALL OF FAME	55,000
K528	PROGRAM FEES-HALL OF FAME	188,300
K529	SPECIAL EVENT FEES-HALL OF FAME	69,202
K530	SWIM CLUB CONTRACT-HALL OF FAME	292,107
K901	LIBRARY MAINT-HOLIDAY PARK	18,552
K902	MISCELLANEOUS RECREATION REVENUES	112,384

Question and Answers for Bid #135-11098 - Comprehensive User Fee Study and Indirect Cost Allocation Study

OVERALL BID QUESTIONS

Question 1

1. Is the City looking for both a Full Cost Allocation Plan AND an OMB A-87 plan, or just an OMB A-87 plan? If just an OMB plan, what are the major Grants the City is looking to recover? **(Submitted: Jan 10, 2013 12:17:28 PM EST)**

Answer

- Full Cost Allocation Plan to recover the indirect administrative expenses for the General Fund **(Answered: Jan 10, 2013 4:07:21 PM EST)**

Question 2

2. The RFP states that Building fees will not be a part of the Comprehensive Fee Study, but that all Parks and Recreation fees will be included. Can the City provide a master fee list, or a list of Departments that should be considered for inclusion in the study? **(Submitted: Jan 10, 2013 12:18:20 PM EST)**

Answer

- Please see attached, however, there may be up to 5 additional fees to review, depending on new programming, etc. **(Answered: Jan 10, 2013 4:07:21 PM EST)**

Question 3

When addressing the Letter of Transmittal, as well as the proposal itself, should you be the addressee. **(Submitted: Jan 10, 2013 3:33:48 PM EST)**

Answer

- The Letter of Transmittal should be addressed to: City of Fort Lauderdale, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301. **(Answered: Jan 10, 2013 3:35:17 PM EST)**

Question 4

Can you please clarify the difference between the required Tab 6 (List of five references for whom you have provided similar services in the last five years), and Tab 7 (provide reference information for at least two cost allocation or user fee studies of comparable size to Fort Lauderdale within the last five years)? **(Submitted: Jan 10, 2013 3:54:50 PM EST)**

Answer

- Tab 6 is specifically "references" but may or may not be where you did a cost allocation study. Tab 7 is specifically where you have completed at least two cost allocation studies or user fees. Two references in Tab 6 may also answer Tab 7, however Tab 7 requests more specific information on the studies that should be addressed in your RFP response.

(Answered: Jan 10, 2013 4:07:21 PM EST)

Question 5

Has the City funded this project? If yes, please identify the City's estimated project budget for this endeavor.

(Submitted: Jan 10, 2013 5:27:37 PM EST)

Answer

- Yes the City has funded this project and that a maximum of \$50,000 has been set-aside for this study. **(Answered: Jan 11, 2013 7:54:58 AM EST)**



**Proposal to Provide a Comprehensive Use Fee
Study and Indirect Cost Allocation Study**

CITY OF FORT LAUDERDALE, FLORIDA

COPY

matrix 
consulting group

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January 30, 2013

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COVER LETTER

matrix##

consulting group

January 30, 2013

Mr. Michael Walker
City of Fort Lauderdale
Procurement Services Division, Room 619
100 North Andrews
Fort Lauderdale, Florida 33301

Dear Mr. Walker:

The Matrix Consulting Group is pleased to have the opportunity to submit our Proposal to Provide a Comprehensive User Fee Study and Indirect Cost Allocation Study for the City of Fort Lauderdale. This proposal will not only demonstrate our exceptional skills and experience required to meet the City's needs for this study, but also establish the additional value of choosing a firm like the Matrix Consulting Group.

We understand the City is seeking to maximize non-tax revenues while widening and diversifying its income streams. The overall scope, objectives and deliverables associated with this study are as follows:

- Interview staff regarding current services and allocations.
- Ensure model and methodologies provide the most equitable allocation of costs.
- Generate cost allocation summary schedules and narratives in a format that can be applied prospectively for future budgets using standard cost allocation methodologies and cost principles.
- Provide a model that allows the City the ability to add or remove direct or indirect costs as needs and programs change.
- Generate recommendations and schedules for user fee charges.
- Provide a written report detailing statistical data and assumptions used to create the Cost Allocation and User Fee studies.
- Ensure that all methodologies and data comply with Federal guidelines, including OMB A-87.

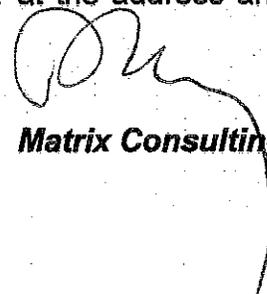
Blending our experience with "best practices" and the City of Fort Lauderdale's local environment and priorities, we are confident that we can develop a cost recovery policy that enhances the efficiency and effectiveness of current cost recovery as well as meets both the City's needs, and federal requirements.

The Matrix Consulting Group stands apart from other firms for the following reasons:

- **On-site presence and accessibility:** The Matrix Consulting Group believes in "hands on consulting", not conference calls and worksheets. We work hand in hand with staff to gather data, ensuring that all options are heard, and that the best scenarios are adopted. We remain engaged with our clients long after adoption of results. We devote about half of our project time to gathering and reviewing factual information with our clients.
- **Robust Excel-based Model:** Our intuitive and powerful Excel-based calculation model is capable of adding funds, departments, programs, activities, staff, and direct or indirect costs as your organization grows. Our model is user-friendly, and features built-in quality control systems to ensure allocation accuracy. On-site training, coupled with an easy to understand User's Manual, allows the City to update the plan annually with minimal additional support.
- **Experience:** We have prepared a variety of financial, management and operational studies for jurisdictions across the United States, including a Staffing and Operational Assessment for the Fire-Rescue Department in Fort Lauderdale. We have performed other studies recently in Florida for Deltona (citywide study), Lauderdale Lakes (fire study), West Palm Beach (fees and development services), Coral Gables (police study) and Broward County (finance study).
- **Qualifications:** We have proposed a uniquely qualified and experienced project team for this engagement. Our team includes myself, the President of the firm, and Courtney Ramos, our Financial Services Manager and proposed Project Manager.
- **Reputation for effective project management:** Our project team has the ability to produce the required product in a timely fashion and present findings to elected officials and the public. Our references will attest to the personal attention, enthusiasm, timeliness and detail provided on their projects.

For questions pertaining to the content of this proposal or for contract negotiations, please contact me at rbrady@matrixcg.net, or at the address and phone number listed on this letterhead.

Richard Brady
President



Matrix Consulting Group

TAB 1
COST PROPOSAL

1. COST PROPOSAL

The following pages contain the City's required Cost Proposal and Signature Page, as well as our projected timeline for the project by task, and a detailed account of the proposed project cost by team member and task.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, rate for all services identified in this request for proposal. THIS FIRM FIXED RATE MUST INCLUDE ANY COSTS FOR TRAVEL TO THE CITY. NO OTHER COSTS WILL BE ACCEPTED.

CONTRACTOR SHOULD PROVIDE YOUR PROJECT SCHEDULE, WHICH INCLUDES A BREAKDOWN OF ESTIMATED HOURS TO BE WORKED BY EACH OF YOUR PROJECT TEAM MEMBERS. Both studies must be completed and delivered to the City on or before June 1, 2013.

TOTAL FIRM FIXED FEE (INITIAL STUDY PRICE) \$ 38,000
(COST POINTS FOR EVALUATION PURPOSES ARE BASED UPON THE FIRM FIXED FEE FOR THE INITIAL STUDY ONLY).

The City may request the Contractor to conduct a similar follow-up Comprehensive User Fee Study and Indirect Cost Allocation Study, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), sometime within the next four years, contingent upon budget approval and appropriation of funds. Contractor must agree to future price as stated below for the similar follow-up study, within the next four years.

TOTAL FIRM FIXED FEE (FUTURE PRICE) \$ 28,500

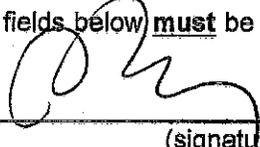
Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:  1/30/13
(signature) (date)

Name (printed) Richard Brady Title: President

Company: (Legal Registration) Matrix Consulting Group

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 201 San Antonio Circle, Suite 148

City Mountain View State: CA Zip 94040

Telephone No. 650-858-0507 FAX No. 650-917-2310 Email: rbrady@matrixcg.net

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 100

Payment Terms (section 1.04): Net 30 Total Bid Discount (section 1.05): None

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>1/10/13</u>

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

We request a variance for the Professional Liability requirement of \$2,000,000. It is customary in management and financial studies of this type for a \$1,000,000 per occurrence and aggregate.

The following provides an estimated project timeline and budget to complete the City's requested scope of services.

1. PROPOSED PROJECT TIMELINE

A typical timeframe to complete a study of this nature is between 10 and 12 weeks. However, timeframes can be adjusted based upon the City's schedule as well as other commitments in agreement with City staff.

Task	1	2	3	4	5	6	7	8	9	10
COST ALLOCATION PLAN										
1. Review and Discuss Study Objectives	■									
2. Interview Staff and Gather Data	■	■	■	■						
3. Structure Custom Allocation Model		■	■	■	■					
4. Finalize and Present Final Report			■	■	■	■				
5. Analytical Model and Training*					■	■	■			
COMPREHENSIVE FEE STUDY										
1. Data Collection / Review	■									
2. Initiate Project – Goals & Objectives	■	■								
3. Fee Structure	■	■								
4. Data Workshop 1			■	■	■					
5. Data Workshop 2			■	■	■	■				
6. Total Cost Analysis				■	■	■	■			
7. Review and Revise Results					■	■	■	■		
8. Final Report / Master Fee Schedule								■	■	■
9. Present Final Report *										
10. Automatic Update/Model Training*										

Presentation of results and adoption by City Council would occur after delivery and approval of the final report, at the discretion of the City. Delivery of analytical summaries and worksheets, automatic update mechanisms and training would occur either before or after the Council meetings, per the City's preference.

The following section provides a breakdown of estimated hours to be worked by each project team member, by task.

2. PROPOSED PROJECT BUDGET

The Matrix Consulting Group is prepared to conduct this assessment at the level of detail described in the Statement of Proposed Services section of this proposal for \$38,000, for professional time within our hourly rates. The table on the following page provides a breakdown of team member hours and project cost by task.

CITY OF FORT LAUDERDALE, FLORIDA

Proposal to Provide a Comprehensive User Fee Study and Indirect Cost Allocation Study

Task	Project Executive	Project Manager	Project Analyst	Total Cost
COST ALLOCATION PLAN				
1. Review and Discuss Study Objectives	2	12	4	\$2,200
2. Interview Staff and Gather Data		24	10	\$3,750
3. Structure Custom Allocation Model	4	20	16	\$4,500
4. Finalize and Present Final Report	4	20	12	\$4,200
5. Analytical Model and Training		8	8	\$1,600
TOTAL CAP REVIEW	10	84	50	\$16,250
COMPREHENSIVE FEE STUDY				
1. Data Collection / Review		4	4	\$800
2. Initiate Project – Goals & Objectives	2	4	4	\$1,200
3. Fee Structure	2	14	14	\$3,200
4. Data Workshop 1		12	8	\$2,100
5. Data Workshop 2		12	8	\$2,100
6. Total Cost Analysis	2	16	8	\$3,000
7. Review and Revise Results	2	8	8	\$2,000
8. Final Report / Master Fee Schedule	2	8		\$1,400
9. Present Final Report	4	8		\$1,800
10. Automatic Update/Model- Training		4	4	\$800
SUBTOTAL FEE STUDY	14	90	58	\$18,400
TOTAL HOURS	24	174	108	
RATE PER HOUR	\$200	\$125	\$75	
TOTAL COST	\$4,800	\$21,750	\$8,100	\$34,650
TRAVEL				\$3,350
TOTAL PROJECT COST				\$38,000

We would be prepared to enter into a fixed price contract for any / all scopes of work included above. Our typical procedure for invoicing is to bill on a monthly basis for hours and expenses incurred on the project. We are also open to invoicing on a deliverable basis.

TAB 2
NON-COLLUSION STATEMENT

2. NON-COLLUSION STATEMENT

The Matrix Consulting Group certifies that this offer is made independently and free from collusion. As such, the Non-Collusion statement below has been left blank, as no established relationships exist.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

TAB 3
STATEMENT OF PROPOSED SERVICES

3. STATEMENT OF PROPOSED SERVICES

The following section provides an assessment of our firm's capability and approach to performing the requested scope of work, including an estimate of hours to be worked per task, and an introduction to our proposed project team members and their unique qualifications and competence.

1. FIRM QUALIFICATIONS

The Matrix Consulting Group is a California corporation created in the pursuit of providing the highest quality consulting services, developed and delivered by experienced professionals. Our business focus is the provision of financial, management, staffing and operations analytical services to local governments. Our firm's history and composition are summarized below:

- The Matrix Consulting Group was founded in 2002. However, the principals and senior staff of our firm have worked together in this and other consulting organizations as *one team* for between 10 and 30 years.
- We currently have five offices, with our headquarters in Mountain View, California. The firm also has offices in Illinois (Chicago area and St. Louis area), Massachusetts and Texas.
- Our firm currently employs 13 full-time and 5 part-time staff.
- While we are a national firm, we are domestically incorporated in the State of California. We are also incorporated in Florida as a foreign corporation.

We are proud of our track record in providing analytical assistance that yields actionable results, to local governments around the country. This track record is bolstered by our rate of successful implementation, which exceeds 80% of recommendations made.

2. FINANCIAL SERVICES PHILOSOPHIES

The mission of the Matrix Consulting Group is to provide our clients with highly detailed analysis, by creating a customized allocation strategy. Our service philosophy includes extensive input and interaction with our clients. This comprehensive approach has resulted in high levels of implementation of our project recommendations. The cornerstone of our consulting philosophy is summarized in the following points:

- A principal or senior member of the firm is always involved in every aspect of each of our studies. This includes interviews of staff, data collection, report writing, client meetings and public presentations.

- Our projects are approached with a firm grounding in formal analytical methodologies. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in as much detail as possible to ensure that recommendations are implemented and that our clients (and the public they serve) can understand the reasons for recommended changes.
- Our projects are characterized by extensive interaction between the consultants and our clients' staff, management and policy makers. This interaction includes extensive input through interviews, detailed data collection and analysis, and extensive internal reviews of facts, findings, conclusions and recommendations as studies proceed.

This philosophy has provided our clients with valuable assistance and advice in dealing with important public policy issues. As noted above, it has also resulted in very high levels of implementation of our recommendations.

3. PROJECT TEAM

Each member of our proposed project team has successfully managed or participated in similar studies to the City's requested scope of work. The team members proposed for this project are all full-time employees of the Matrix Consulting Group and have worked with each other as part of a team on hundreds of projects over the course of their careers with this and other firms. We have proposed as members of our project team, our most experienced staff who perform cost allocation and user fee evaluations:

- **Richard Brady**, President, with over 34 years of experience and a founder of our core practices of management and financial services, will serve as our Project Executive.
- **Gary Goelitz**, a Senior Vice President with over 34 years of experience and as founder of our Development Review Practice, would oversee client services.
- **Courtney Ramos**, Manager, will serve as our Project Manager on this engagement for the cost of services evaluation. Ms. Ramos leads our Financial Services practice covering the West Coast region of the United States, and has been involved in many of our organizational studies over the last five years.

It is important to note that all of our project team members are staff to the Matrix Consulting Group. Our approach has clear advantages, including:

- All of our team are equally highly trained professional consultants, not individuals who have other competing career paths.
- All of our team have a consistent empirical project philosophy based on a 'fact based' approach to consulting.

- All of our team members are part of a single scheduling system, which maximizes their availability for assignments under contract.

Summaries of the experience of our proposed project team are provided in the paragraphs below:

- **RICHARD BRADY** is the Matrix Consulting Group's President. His experience encompasses over 30 years in the analysis of every local government service in hundreds of jurisdictions throughout the country. This experience includes thirty-five organization-wide management audits as well as well over 200 organizational and staffing studies of every local government service. In his prior role as national director for management studies for MAXIMUS and as a former partner in the California-based consulting firm of Hughes, Heiss and Associates he managed and/or functioned as a lead analyst on hundreds of local government analytical projects encompassing every local government function. He received his B.A. degree from California State University, Hayward and his Masters and Doctoral degrees from Oxford University, U.K. ***As President of the firm, Mr. Brady will function as the Project Executive for this Study and will provide overall quality control.***
- **GARY GOELITZ** – Mr. Goelitz is a Vice President with the Matrix Consulting Group, and has over 37 years of experience as an analyst in the public sector, both as a consultant and a manager in local government. Mr. Goelitz has served as a management analyst for the cities of Chula Vista (CA), Fremont (CA), Phoenix (AZ), and Beverly Hills (CA) as well as the Internal Audit Manager for Washoe County (NV). He has broad experience in financial services functions and has completed multiple analyses of these functions in the past several years – including Reno (NV), Nashville-Davidson County (TN), CPS Human Services, Hilton Head Island (SC), Salt Lake City (UT), Columbus (OH), Maricopa County (AZ), Washoe County (NV), Springfield (MA) and Barnstable (MA). He holds both B.A. and M.P.A. degrees from the University of Southern California. ***Mr. Goelitz will oversee client services, ensuring that client needs and expectations are met.***
- **COURTNEY RAMOS** is a Manager with the Matrix Consulting Group. Since joining the firm in 2004, Ms. Ramos has managed and assisted with a number of cost allocation plan, user fee, management, operations, and staffing analyses for our California and national clients. Most recently, Courtney managed or assisted on fee studies for the following jurisdictions: Sunnyvale, Fresno, Seal Beach, Santee, CCDC (San Diego), and Santa Barbara County, California. She has also played a significant role in cost allocation plan development for the cities of Elk Grove, Los Altos Hills, Richmond, Sacramento Public Libraries, Union Sanitation District, and Willits, California, as well as San Marcos, Texas, and Rockville, Maryland. In addition to her analytical work on client projects, Ms. Ramos developed the Cost Allocation Model used by Matrix Consulting Group. She received an AS in Sociology, and an AA in Administration of Justice from Santa

Barbara Community College, CA. *Ms. Ramos will function as the Project Manager / Lead Analyst for this study.*

- **KHUSHBOO HUSSAIN** is a Consultant with the Matrix Consulting Group, based in our Mountain View office, and is part of our Financial Services Division. Most recently, Ms. Hussain has assisted with financial management studies for the following jurisdictions: Long Beach, Elk Grove, Willits, Fresno, San Pablo, and San Mateo. Prior to joining the Matrix Consulting Group, Ms. Hussain was an analyst in international relations and government service delivery. *Ms. Hussain will assist in data collection and analysis, under the direction and guidance of one or more of the senior team members.*

4. PROJECT UNDERSTANDING AND APPROACH

The City of Fort Lauderdale is looking to conduct a Comprehensive User Fee and Indirect Cost Allocation Study in order to maximize non-tax revenues while increasing and diversifying income streams. The User Fee study is looking to focus primarily on Parks and Recreation fees, and should identify all current and potential services being provided, and the true cost associated with each. The Cost Allocation study should identify a reasonable and consistent method of allocating indirect costs, and ensure full cost recovery for services support by the General Fund. The following sub-sections provide a general outline of tasks we feel would best help the City achieve its goals.

(1) Cost Allocation Plan (CAP)

The City is seeking to review its current cost allocation plan to ensure the plan's accuracy and appropriateness in meeting the City's needs. Essential to the cost plan review process is evaluating the City's current plan and identifying any existing gaps that would prevent it from conforming to state and federal guidelines.

Task 1 Review Existing Plan and Discuss Study Objectives

Prior to our initial on-site meeting, the Matrix Consulting Group will request all documentation pertaining to the City's current Cost Allocation Plan, including the original plan, any subsequent updates, as well as any models or excel sheets currently being utilized by the City. Our project team will review this information in preparation for initial discussions with management and department staff, including the follow:

- Examine and understand the original plan developed for the City.
- Review the City's specific needs and critical issues surrounding development and implementation of the cost allocation plan.
- Identify opportunities for improvement and restructuring of previous plan, and/or review and discuss existing cost allocation methodologies performed in-house by finance department staff.

The Matrix Consulting Group will then meet with City management, Finance, and Budget / CIP and Grants Division staff to better understand how the current cost plan is being utilized and updated, and how the City would like to see it utilized in the future.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • List of basic data requirements for the Study • On-site initial meeting with Executive staff to review goals, objectives, and project management plans 	<ul style="list-style-type: none"> • Electronic copy of existing plan and original technical reports • Written documentation regarding subsequent updates and City maintenance
<p>Estimated Hours: 18</p>	<p>Estimated Hours: 2 - 4 hours for Finance and City Management staff.</p>

Task 2 Interview Staff and Gain Understanding of Practices and Operations

In order to better understand how the current cost plan is being used and updated by the City, the project team will meet with various departments included in the plan. These meetings will allow the project team to assess the following:

- Understanding of departmental and City practices and operations;
- Specific needs or critical issues pertaining to departmental and City use of the cost allocation plan;
- Reasonableness and understanding of current methodology; and
- Opportunities for improvement and restructuring of allocation methodologies.

While it is important for the project team to understand the origination and subsequent update methodologies applied to the City's current plan, it is also important to ensure that the plan is reflective of the City's current structure and services. To this end, the project team would interview departments represented in the cost plan to ensure that all services are being captured. The Matrix Consulting Group feels it is important to foster general understanding about cost allocation among users and beneficiaries of cost allocation plans, and for this reason we welcome meetings with stakeholders in order to foster general cost allocation understanding.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> • Staff interviews • Data collection for the structure, functions, costs and allocation bases needed to complete the first draft of the Plan 	<ul style="list-style-type: none"> • Attendance at interviews • Provide consultant with data as requested • Review and discussion of consultant's initial interpretation of the data
<p>Estimated Hours: 34</p>	<p>Estimated Hours: Approximately 2 to 3 hours for each administrative department involved in the Study</p>

Task 3 Structure Custom Cost Allocation Plan Model and Prepare Draft Plan

Based upon units of service identified in Task 2, allowable administrative or other indirect costs are allocated to each benefiting City department, operating unit or fund. At this point the project team would begin customizing the Cost Plan model in order to meet the City's specified needs, including:

- Ensure methodologies and assumptions comply with Federal regulations such as OMB A-87.
- Provide the ability to add or remove direct or indirect costs as needs and programs change.
- Allow for updates to the model and indirect costs in order to reflect City or organization changes.
- Customize cost allocation summary schedules and narratives in a format that best allows the City to apply them prospectively for future budgets.

The draft Cost Allocation Plan will provide clear documentation regarding the basis for allocations, and the methodologies applied to achieve the plan's final result. The Draft Cost Allocation Plan will be discussed and reviewed with each participating department as well as the appropriate City Management staff.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> • Delivery and discussion of the Draft Full Cost Allocation Plan and indirect rates • Draft narrative report that explains the analysis 	<ul style="list-style-type: none"> • Review and provide requests for changes or points of discussion to the consultant
<p>Estimated Hours: 40</p>	<p>Estimated Hours: Approximately 2 hours for each administrative department involved in the Study</p>

Task 4 Finalize and Present the Cost Allocation Plan

Upon City review and acceptance of the revised Cost Allocation Plan, the project team will prepare and provide to the City a final electronic version of the plan, including all necessary supporting documentation. Per the City's request, five bound copies of the final report and plan will be provided. All supporting documentation will be provided on CD-ROM.

Along with presenting the Cost Allocation Plan to the City Commission, at the City's discretion, the project team would present the plan to stakeholders or receivers of cost in order to ensure understanding and consensus regarding the methodologies and assumptions used in the plan.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • One to two rounds of revisions to finalize the Full Cost Allocation plan • Copies of the Final Full Cost Allocation Plan and indirect rates and e-version of the analytical model, as well as a Final narrative report that explains the analysis • Discussion and advice on implementation. 	<ul style="list-style-type: none"> • Review and approve final Full Cost Allocation plan
<p>Estimated Hours: 36</p>	<p>Estimated Hours: Approximately 1 hour for each administrative department involved in the Study</p>

Task 5 Provide Cost Plan Analytical Summary Table and Model, as Well as Training for City Staff

The City wishes to have the ability to update the final version of the Cost Allocation Plan, including the ability to add, revise or remove direct and indirect costs so the plan can be easily adapted to a range of activities both simple and complex.

Our technical cost plan model, produced in Microsoft Excel, provides the ability for the City to adapt and continuously update the cost allocation plan from year to year as the organization changes. While the model is structured in Excel, the technical model is *proprietary* and for internal use by City staff only. By having our model based in Excel, the requirements for software training, cost of new software products, updates, licensing or other additional support, would be minimized.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Computer based summary table of the final version of the Cost Allocation Plan and Technical Model • Four (4) hours of on-site training for appropriate Finance Department staff. 	<ul style="list-style-type: none"> • Attend training session with Matrix Consulting Group
<p>Estimated Hours: 16</p>	<p>Estimated Hours: Training attendance – 4 hours</p>

(2) Comprehensive User Fee Study

The City wishes to identify the array of services currently being provided, as well as those that could be provided, and the costs associated with both. The User Fee Study will show the true cost associated with each service where a fee is being charged or contemplated. Fee and service charges created should ensure that those who use a proprietary service pay for the service in proportion to the benefits received. For the purposes of this study, a majority of the fees being assessed will pertain to the Parks and Recreation department, along with alarm, abatement, and some fire fees.

The following descriptions of each task to be performed in conducting a Fee Study for the City, contain a narrative, associated deliverables, and activities.

Task 1 Determine and Review Initial Documentation

Along with the data requested for the Cost Allocation Plan, the project team will provide the City with a written "Data Collection List" for the User Fee Study. This data request typically includes basic budgetary, revenue, and staffing information, along with a list of all current fees being charged by the City.

Before our first on-site visit, we will review this information to familiarize ourselves with strengths, weaknesses and opportunities for improvement related to the City's existing fee structure. In addition, we will familiarize ourselves with the budgetary and staffing structures relevant to fees for service.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> List of basic data requirements for the Study 	<ul style="list-style-type: none"> Basic data requirements for the Study as listed by MCG (staffing, salary, budget, etc)
Estimated Hours: 8	Estimated Hours: 1 - 2 hours for the Finance Department

Task 2 Project Initiation – Establish the City's Goals and Objectives for the Study, and Identify Trends and Plans Which Impact Cost Recovery Analysis and Policy.

To effectively analyze and present the full cost of providing City services, it is important that the project team develops an understanding of key issues which impact and shape the City's service delivery and cost recovery policies. To develop this perspective and customize the structure of the project, we plan to conduct an initial meeting with the City's management staff to solidify the exact parameters of the Study. It is essential to conduct an initial meeting of this nature to ensure the project meets the City's expectations and requirements. As a "user fee" study, Matrix Consulting Group does not propose to evaluate any fines, taxes, utility rates, or impact fees. Services and activities included in the study are those that are defined specifically by an estimate of staff time devoted to providing each service.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> On-site meeting with City management involved in or impacted by the Study Project Management Plan 	<ul style="list-style-type: none"> Designated project management representative Approval of work plan as provided by MCG
Estimated Hours: 10	Estimated Hours: 0.5 hours per executive staff member attending the meeting

Task 3 Develop a Schedule of Current and Potential Fees for Service.

The scope of this effort will be the fees charged by the City for the departments identified. Current as well as potential fees and charges will be identified and documented. This involves discussion with each department to identify the areas of greatest potential cost recovery, and to structure and expand existing fee schedules for both optimum cost recovery and fairness and equitability to the applicant for services.

At this time, the project team will request volume statistics to be used for staff utilization and cost/revenue comparisons later in the analysis. The City will be responsible for providing this data.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • On-site meeting to discuss and revise fee structures for each department • Thorough review of existing documentation and analyses that support the Department's current fee structure and operations • Report of proposed changes to existing fees 	<ul style="list-style-type: none"> • Participation in discussion of existing and proposed fee items for the analysis • Review, comment, and approval of fee structure report prepared by MCG
<p>Estimated Hours: 30</p>	<p>Estimated Hours: 3 hours per department</p>

Task 4 Conduct Time and Activity Data Gathering Workshop 1

The project team will conduct a total of two workshops to gather time and activity estimates for each service included in the study, using the following approach:

- Interview key personnel from each department and analyze the various activities being performed within it that are both revenue and non-revenue generating. Document basic process steps in application / permit processing.
- Establish the net available hours for each employee. This starts with the full-time total of 2,080 hours per year, less reductions for leaves and also for estimated "non-billable" time spent in meetings and supervisory or clerical roles.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Facilitation of two-days of meetings related to available net hour calculations, documentation of service levels and global processes associated with provision of services 	<ul style="list-style-type: none"> • Attendance at workshop meetings • Provision of follow up data or discussion as needed
<p>Estimated Hours: 20</p>	<p>Estimated Hours: 2 - 4 hours per department</p>

Task 5 Conduct Time and Activity Data Gathering Workshop 2

In each department's review, 100% of staff available hours are identified to both fee and non-fee related services to ensure a complete and defensible analysis.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> 1 - 2 iterations of review to achieve a defensible and reasonable allocation of staff time to fee and non-fee activities 	<ul style="list-style-type: none"> Attendance at workshop meetings Provision of follow up data or discussion as needed
Estimated Hours: 20	Estimated Hours: 1 - 3 hours per department

Task 6 Perform a Total Cost Analysis

The Matrix Consulting Group's costing model is built based on the City's operations, budget detail and intended uses for the results. This method is a customized approach, specific to each jurisdiction, for cost analysis of user fee services. This costing method uses time and annual activity level data to establish the cost of providing services on both a unit and annual level. Once the time spent for a fee activity is determined for each individual or position, the team will use its fee and rate software to apply applicable City costs to the calculation of the full cost of providing each service. The following table describes the typical costs considered as applicable to fees.

Cost Component	Description
Direct	Salaries, benefits and allowable departmental expenditures
Departmental Overhead	Departmental administration/management and clerical support
Citywide Overhead	City costs associated with central service costs, such as payroll, human resources, budgeting, City management, etc. Established through the results of the City-wide Full Cost Allocation plan.
Plans, Policies and Systems Maintenance	Examples: Records management and technology related costs.

Resulting costs are presented on a unit and annual level, and are compared to the existing fee schedule and revenue reports. The City will obtain information about cost recovery surpluses and deficits on both a detailed (per unit) and global (annualized) level, as well as an understanding of itemized cost components for each service.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> Detailed documentation of current charges versus the actual cost of providing services from both a cost per unit and annual cost perspective 	<ul style="list-style-type: none"> Provision of follow up data or discussion as needed
<p>Estimated Hours: 26</p>	<p>Estimated Hours: 1 - 3 hours per department</p>

Task 7 Review / Revise the Fee Study Results with Departments and City Management

Because the analysis of fees for service is based on estimates and information provided by City staff, it is extremely important that all participants are comfortable with our methodology and with the data they have provided. Once the Department agrees that the analysis reflects the reasonable costs of providing services, City management will have an opportunity to review the results. The project team will address:

- Economic and revenue impacts of proposed and recommended fee levels and methodologies, including fee affordability for small projects and applications
- Implementation strategies that consider both policy issues and goals for optimum cost recovery. While it is generally desirable to eliminate any subsidies, discussions regarding the feasibility of raising fees based on political climate, legal restrictions, and social and economic consequences must occur.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> Approval of analytical results at the Department and City management levels Formulation of cost recovery recommendations and associated revenue impacts 	<ul style="list-style-type: none"> Review of final analytical model documentation Attendance at meetings related to discussion of results and economic policy implications Follow up data or discussion as needed
<p>Estimated Hours: 18</p>	<p>Estimated Hours: 1 - 3 hours per department</p>

Task 8 Prepare a Final Report and Master User Fee Schedule

Upon conclusion of the fee study, we will prepare a detailed report which summarizes the results of each of the previous work tasks described above. This report will include the following:

- A narrative describing the services included in the study, as well as the methodology, any revenue enhancement and operational recommendations specific to your organization and based on our extensive experience with hundreds of jurisdictions, as well as key decision making points to be considered.

- Appendices which compare existing and potential cost recovery on a unit and annual basis by department.

The report would be reviewed, revised and finalized with department and City management.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> • Preparation and approval of the Final City-wide User Fee Study report • Delivery of Final Report 	<ul style="list-style-type: none"> • Review and approval of Final Report drafts.
Estimated Hours: 10	Estimated Hours: 1 hour per reviewer

Task 9 Present the Final Report to City Council

The presentation of results to City officials and/or stakeholders is critical to the success of the overall engagement. Because the product from the study is often controversial, the objective of this final step is to present a succinct summary that provides decision makers with key information. The Matrix Consulting Group will attend and present the Study at up to two City Commission study sessions or meetings, concurrent with the Cost Allocation Plan. Additional meetings can be arranged at cost.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Presentation of Study results at two regularly scheduled Council study sessions or meetings. 	<ul style="list-style-type: none"> • Preparation discussion with the consultant and review of any presentation materials required for Commission meetings • Preparation of City Staff Report
Estimated Hours: 12	Estimated Hours: 4 hours Finance Department

Task 10 Provide User Fee Automatic Update Model, Technical Model and Training

Our technical user fee model, produced in Microsoft Excel, provides the ability for the City to update fees as costs and staffing fluctuate from year to year, either by incorporating CPI or Cost of Living percentage increases, or through fee updates.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> • Excel-based summary schedule to allow staff to annually adjust fee schedules based on a percentage increase (CPI or otherwise) • Excel-based fee model and training 	<ul style="list-style-type: none"> • Approval of application and attendance at training related to updating fees on an annual basis
Estimated Hours: 8	Estimated Hours: 1 - 3 hours for the City's rep.

TAB 4
BUSINESS LICENSES

4. BUSINESS LICENSES

The Matrix Consulting Group is incorporated in the State of Florida as a foreign corporation, and as such is qualified to transact business in the State. The following page provides our certificate of status. If required, we will acquire a Fort Lauderdale business license if awarded the project.

State of Florida

Department of State

I certify from the records of this office that MATRIX CONSULTING GROUP, LTD, doing business in Florida as MATRIX C G INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on August 2, 2006.

The document number of this corporation is F06000005103.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on August 16, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Fifth
day of September, 2012*

Ken DeFries

Secretary of State



Authentication ID: 900238604079-090512-F06000005103

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CERTIFICATE OF LIABILITY INSURANCE

MATRI-2 OP ID: EY

DATE (MM/DD/YYYY)

08/16/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Select Accounts Department	408-510-5440	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	408-510-5490	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Hartford</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td>Landmark American Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Hartford	29424	INSURER B:	Landmark American Insurance		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																							
INSURED Matrix Consulting Group LTD 201 San Antonio Circle, #148 Mountain View, CA 94040																							

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			57SBAAT1347	08/08/12	08/08/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57SBAAT1347	08/08/12	08/08/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBAAT1347	08/08/12	08/08/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECVO5142	08/08/12	08/08/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			LHR819087	08/08/12	08/08/13	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. (City's Name, its officers, officials, employees, volunteers and elected representatives) are named as Additional Insured per the Business Liability Coverage Form SS0008. Waiver of Subrogation applies per form WC000313.

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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6. CLIENT REFERENCES

Our firm prides itself on having staff cross-trained in financial and management analysis. Many of our management studies include the development of performance measures, staffing and efficiency, and process and workflow analysis. No firm better understands work processes and service level assumptions behind costs of services. The following table provides a list of our most recent management studies clients:

Albany, New York	Monroe County, Michigan
Avon, Connecticut	Monrovia, California
Augusta, Georgia	Montpelier, Vermont
Barstow, California	Portsmouth, New Hampshire
Brattleboro, Vermont	Portsmouth, Virginia
Chatham County, Georgia	Prescott Valley, Arizona
Deltona, Florida	Raymore, Missouri
Franklin Township, New Jersey	Roseville, California
Fort Morgan, Colorado	Spokane, Washington
Goodyear, Arizona	Sunnyvale, California
Lathrop, California	Walnut Creek, California
Johnson County, Kansas	Waltham, Massachusetts
Orland Park, Illinois	Wayland, Massachusetts

In addition to the above studies, the Matrix Consulting Group has also provided consulting services previously to the City of Fort Lauderdale in the form of a Staffing and Organizational Study for the Fire-Rescue Department. We have performed other studies in Florida for Deltona, Lauderdale Lakes, and West Palm Beach, Coral Gables, and Broward County.

The following provides a list of previous engagements with other governmental clients within the last five years, in the format requested in the City's RFP Form "References (Tab 6)".

Your Company Name Matrix Consulting Group
Address 201 San Antonio Circle, Suite 148
City State Zip Mountain View, CA 94040
Phone / Fax p. 650-858-0507 / f. 650-917-2310
E-mail rbrady@matrixcog.net

Agency / Firm Name: Fort Lauderdale, Florida
Address 100 North Andrews Avenue
City State Zip Fort Lauderdale, FL 33301
Phone / Fax 954-828-5013
Contact Name David Hebert, Asst. City Manager
Description / Scope Conducted a Staffing and Organizational Study for the Fire-Rescue Department, examining emergency response capabilities including station locations, resource deployment and emergency workloads.

7. COST OF SERVICES REFERENCES

Our proposed project staff have conducted hundreds of cost allocation plan, permitting fee, and other types of cost analysis for local government agencies throughout the United States. The following table provides a list of our most recent cost allocation and user fee studies:

Allegan County (MI)	Pasadena (CA)
Arcata (CA)	Petaluma (CA)
Atwater (CA)	Richmond (CA)
Centre City Development Corp., San Diego, (CA)	San Bernardino (CA)
Elk Grove, (CA)	San Francisco (CA)
Fresno, (CA)	San Jose (CA)
Los Altos Hills, (CA)	San Marcos (TX)
Los Angeles Planning Department (CA)	San Mateo (CA)
Manteca (CA)	Santa Barbara County (CA)
Marin County CDA (CA)	Sunnyvale (CA)
Maui County (HI)	Temecula (CA)
Oceanside (CA)	West Palm Beach (FL)

The table below represents recent projects that our firm, as well as the Project Manager, has worked on which have similar scopes of work, project deliverables, and project size and cost.

Client	Contact Information	Description of Services
Marin County, CA	Becky Ng, Project Manager 3501 Civic Center Dr. San Rafael, CA 94903 (415) 499-6919 RNg@co.marin.ca.us	Cost of Services (User Fee) Study for Environmental Health FY08/09, updated for FY09/10
San Bernardino, CA	Terrence Beaman, Deputy Director of Finance 300 North D Street San Bernardino, CA 92418 (909) 384-5144 tbeaman@cityofdhs.org	Cost Allocation Plan and User Fee Study FY10/11
San Mateo, CA	Doris Koo, Treasury and Budget Manager 330 West 20 th Avenue San Mateo, CA 94403 (650) 522-7104 dkoo@cityofsanmateo.org	Cost Allocation Plan and Indirect Rate Analysis FY10/11
Sunnyvale, CA	Karen Miller, Project Manager 46 W. Olive Ave. Sunnyvale, CA 94086 (408) 730-7395 KMiller@ci.sunnyvale.ca.us	Community Development Cost of Services (User Fee) Study FY09/10

Client	Contact Information	Description of Services
Santee, CA	Donna Goldsmith, Finance Manager 10601 Magnolia Ave Santee, CA 92071 (619) 258-4100 DGoldsmith@ci.santee.ca.us	Cost Allocation Plan and Cost of Services (User Fee) Study FY11

The following points provide further project descriptions for the references listed above, including issues addressed in the studies as well as recommendations implemented:

- **Marin County, CA:** The Matrix Consulting Group performed a Cost of Services Study for the Environmental Health Services departments in Marin County. Fee structures for Consumer Protection, Land Use, and Solid Waste and Hazardous Materials were assessed for accuracy and updated. We worked closely with staff to collect workload and time estimate data, ensuring its accuracy. Along with an updated fee schedule, the Matrix Consulting Group also calculated Fully Burdened Hourly rates for identified staff within each department.
- **San Bernardino, CA:** The Matrix Consulting Group performed a Citywide Cost Allocation Plan and User Fee Study for the City of San Bernardino. Utilizing our unique cost allocation project approach we were able to identify roughly \$1.5 million of additional recoverable costs associated with Police, Fire, and Public Works support of Water and Utilities. Departments included in the Citywide User Fee study were: Animal Services, City Clerk, Library, Police, Planning, Building, and Public Works / Engineering.
- **San Mateo, CA:** The Matrix Consulting Group performed a Citywide Cost Allocation Plan and Indirect Cost Rate Analysis for the City of San Mateo. During the draft phase of this project the State's ruling abolishing the RDA was handed down, dramatically impacting the potential results of the study. We worked with staff to revise the plan, ensuring all scenarios were brought to light, and that the most beneficial one was implemented in the final draft of the plan.
- **Sunnyvale, CA:** The Matrix Consulting Group performed a Development Services Cost of Services Study for the City of Sunnyvale. Current fee structures for Planning, Building, and Public Works were assessed and revised to reflect the services the City was currently providing. We worked with staff to collect permit volume and time estimate data that reflected current staffing and workloads.
- **Santee, CA:** The Matrix Consulting Group performed a Citywide Cost Allocation Plan and Cost of Services (User Fee) Study for the City of Santee. The project team worked closely with departmental and contract staff to ensure that the User Fee study reflected the services being provided, and the costs being recovered. Particular attention was paid to the City's development services including Building permit and plan check fees.

TAB 8
WORK SAMPLES

8. WORK SAMPLES

Per the City's request for a work sample, our firm is providing, on a CD enclosed with this proposal, a sample of a final report for both a cost allocation plan and a user fee study.

