

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 Date Jan 16, 2013 2:00:00 PM EST

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 contact.
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 DISCREPENCY 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 decent 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.

RESPONSIBLE 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.

Form G-107 Rev. 11/12

- 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.

Form G-107 Rev. 11/12

- 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		Basis 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	\$49,596	\$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	\$305,250	\$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	\$184,868	\$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	195,533	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%
	\$195,533	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
			General Fund	Water Sewer Fund	City Insurance Fund	Vehicle Rental Fund	Sanitation Fund
Total Allocations	\$24,430,637	➔	\$13,228,564	\$3,503,019	\$2,185,707	\$970,225	\$1,027,257
Information Technology Internal Service Fund	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%	3.06%
	\$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	\$12,569	\$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	\$16,855	\$8,201	\$8,277	\$5,955	\$16,939
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	\$35,921	\$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	615,100	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%
	\$615,100	Amount of Allocation	\$19,447	\$18,723	\$9,110	\$9,194	\$6,615	\$18,817
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%
	\$563,739	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	\$62,885
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	\$39,246	\$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	\$6,182	\$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
			Central Regional Fund	Parking Fund	Building Funds	Airport Fund	Stormwater Fund	ITS Fund
Total Allocations	\$24,430,637	➔	\$772,411	\$743,659	\$361,825	\$365,175	\$262,740	\$747,363
Information Technology	15,635,692	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%	
	\$15,635,692	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% \$8,096	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% \$16
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
			Northwest Progresso Fund	Arts & Science Fund	Central Beach Fund	Beach Business Improvement District Fund	Police & Fire Retirement System	General Employees' Retirement System
Total Allocations	\$24,430,637	➔	\$100,219	\$71,846	\$55,657	\$33,827	\$685	\$457
Information Technology	15,635,692 100.00% \$15,635,692	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 its 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 _____ and _____ as _____ and _____ respectively, of _____.

They are [] personally known to me or [] have produced _____ as identification. (SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____

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:

Addendum No.

Date Issued

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:

FY 2012 General Fund Revenue Forecast

As of 1/10/2013

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)