



Submit Proposals To:
 City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, Florida 33020
 Office of City Clerk, Room 221

CITY OF HOLLYWOOD, FLORIDA

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGMENT

RFQ Title: Rate Consulting, Large User True-up and Financial and Technical Services

RFQ No.: RFQ-4233-10-RD

A Cone of Silence is in effect with respect to this Bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Proposals must be received prior to 3:00 P.M., Friday, March 19, 2010, and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened.

Procurement Services Contact: Ralph Dierks, Kimberly Kilpatrick, or Joel Wasserman or his designee

Telephone No.: (954) 921-3223, (954) 921-3222 or (954) 921-3290

PROPOSER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH THE PROPOSAL.

Proposer's Name:	Fed. ID No. or SS Number
Complete Mailing Address:	Telephone No.:
	Fax No.:
Do You Have an Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input type="checkbox"/>	E-Mail Address:
Indicate type of organization below: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other	Is the Proposer a City of Hollywood Qualified Local MBE or SBE? Yes <input type="checkbox"/> No <input type="checkbox"/> Certifying Agency:
	Reason for No Response:

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT HE HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. HE FURTHER PROPOSES AND AGREES, IF HIS PROPOSAL IS ACCEPTED, HE WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN HIM AND THE CITY OF HOLLYWOOD, FLORIDA, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS.

Agree

 Authorized Name (Type or Print)

 Title

 Date

 Authorized Signature



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

CITY OF HOLLYWOOD**REQUEST FOR QUALIFICATIONS FOR RATE CONSULTING, LARGE USER TRUE-UP AND FINANCIAL AND TECHNICAL SERVICES****“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”****I. PURPOSE/OBJECTIVE**

Pursuant to Florida State Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Hollywood is seeking to engage the services of a qualified consultant and rate expert to conduct water and sewer rate consulting services (using industry standard methodologies such as the American Water Works Association (AWWA)) and other general financial and technical services under a consulting contract to last for the next five (5) fiscal years. Work will be assigned via periodic work orders approved by the City Commission (if required) for specific projects.

II. SCOPE OF SERVICES

Projects that may be assigned include, but are not limited to the following:

1. Sewer: Large User True-Ups

The City of Hollywood - Department of Public Utilities (The Utility) has various agreements with large users of our Wastewater systems. A single Enterprise Fund is used to account for the Water and Wastewater systems. The Utility is also part of the City of Hollywood and as such it utilizes certain services of the City such as accounting, legal, human resources, etc., that are accounted for in different funds (General Fund). In order to develop water and wastewater rates it will be necessary to identify all costs and then allocate them between water and sewer in accordance with the large user agreements.

Each year we are required to perform a true-up calculation in accordance with the requirements detailed in the Large User Wastewater Agreements. Before the new fiscal year begins, an estimate is made of the rate to be charged the large users to cover operating and capital expenditures.

Complete the annual adjustment of large user accounts in accordance with the existing large user agreements (Attachment A) utilizing audited figures to allocate expenditures made by the City in accordance with the appropriate formulas in the large user agreements. We have attached a copy of the last large user true up for your information.

Special analyses may be required to either respond to large users questions or to discuss or propose amendments to the existing agreements.

2. Bulk Water Wholesale Rates

The City operates a water utility that provides water to its customers on a retail and wholesale basis. As part of the work, the consultant shall perform an annual review of the wholesale rates based on audited financial statements and provide a recommended wholesale rate for the following fiscal year.

3. Perform a Reserved Capacity Rate Study when requested to update the rates.

Deliverables include:

- a. True-up report (a copy of the last report issued is provided for your information as Attachment B). Twenty-five (25) professionally bound hard copies of the report must be provided for distribution to staff and large users and must be easy to understand and verify compliance with the Large User Agreement.
 - b. As required by Article VIII of the Large User Agreement, The Utility must provide the large users with a new billing rate for the next fiscal year by May 15th of each year; the next "new" billing rate for this RFQ is due on May 15, 2011. Provide a separate report and spreadsheet supporting the new billing rate.
 - c. Provide a true up report in Excel format that has all formulas to support all the calculations. The report should be structured to follow the requirements of the Large User Agreements to make it easy to follow.
 - d. Annual Bulk Water Wholesale Rate Adjustment. Provide a report and spreadsheet that supports the calculation of the new Bulk Water Wholesale Rate. The spreadsheet should be designed to easily recalculate rates to allow new customer flows to be added during the year.
 - e. To accommodate the review process of the City at least two draft runs will be prepared and submitted to the City to verify figures before the report is finalized.
4. Conduct rate studies when requested to establish water, sewer, reuse rates, and stormwater fees as required to support revenue requirements for operational, maintenance, capital improvements and other obligations.
 5. Conduct financial analysis and revenue projections for short and long term planning. These projections should be built into the rate model.
 6. Develop a format for the presentation of the Large User True Up that is consistent with the cost allocation requirements contained in Exhibit D (Attachment C) of the Large User Agreement, but yet provides calculations in a simplified format. Items to consider include the following but are not limited to them: Analyze the costs associated with the provision of service to the large users.
 - a. Provide alternative methodologies for accounting for current and future costs.
 - b. Develop methodologies for recovery of future capital costs for growth from the large users.
 - c. Evaluate Capital Program to determine the appropriate priority to meet organization objectives while reducing the debt financing required and related rates.
 7. Conduct an analysis when requested of the various current retail and bulk water and sewer rates and various fees and charges outlined in the City Code of Ordinances including 51, 52, 54 and 57 to verify that the revenues generated will meet the operational, capital and debt service needs of the system. As a part of this analysis, the Consultant shall perform the following projects as required (but is not limited to these projects) to meet the City's objectives of developing appropriate rates, fees and charges:
 - a. Compare water and sewer rates with other similarly sized utilities and surrounding utilities in Broward, Palm Beach and Dade Counties.
 - b. Verify rates proposed meet the City's debt coverage ratio compliance requirements detailed in the City's bond resolutions and debt agreements.

- c. Provide Bond Feasibility reports or other reports required for the issuance of new debt as requested.
 - d. Provide a rate study report to support the rates being proposed.
 - e. Categorize costs between variable and fixed.
 - f. Options for rate structures that include:
 - i. Establishment, maintenance, funding and use of Repair and Replacement account;
 - ii. Inverted/Seasonal/Conservation rate structures;
 - iii. Proper funding and use of rate stabilization funds, as appropriate;
 - iv. Discussion of alternatives for debt service recovery.
 - g. Meetings as necessary with City Commission and staff.
 - h. Provide rate system in accordance with any developed fiscal policies.
 - i. Proposed rates shall cover a minimum of five years.
 - j. Balance to all reserve cash funds (Bonds, RRI, SRC, WRC, GRANTS, etc)
8. Create a multi-year rate forecasting and financial model for the City that includes all rates charged and shows that all costs (operational, administrative, capital, etc.) are covered, that will forecast the coming five (5) year's rates with the ability to extend the forecast to the end of the master plan which could be a fifteen (15) year period or longer, formalizing accounting practices, proper cost allocations, revisions to Large User's Agreement, use and demand changes, repair and replacement accounting.
- i. Provide the rate model in Excel format along with a user guide.
 - ii. Train Public Utilities personnel (5 staff members designated by Mark Moore) on how to update the computer model.
 - iii. Link model to the general ledger and billing systems and automate as much as possible to minimize data input. (These will be one way links only to extract data from these systems)
 - iv. Balance to all reserve cash funds (Bonds, RRI, SRC, WRC, GRANTS, etc)
 - v. The rate model needs to include the Large User True-up calculations in it so that as the model is revised, the changes will properly compute the large user charges for determining the large user revenues.
9. Provide assistance to develop rate ordinance revisions to adopt multi-year rate structure.
10. Provide testing to assure rate structure adopted is adequate.
11. If requested, develop dashboards with Key Performance Indicators that will assist us in presenting information to ratepayers and City officials that we are successfully managing our expenditures and appropriately collecting revenues for services provided.
12. If requested, review all Public Utilities charges and fees to be sure we are charging fees for all services we provide and determine if there are other services we could be providing for a fee.
13. Create Microsoft Access Reports that link to our billing system (HTE Utility Billing) to analyze our billing data. Vendor will be required to work with HTE to be sure the links are only one way to extract data from the billing system. Create user manuals and train Public Utilities staff to update reports.

14. Reserve capacity fees will be based on the cost of the projected facilities expansion and unused existing capacity available to accommodate growth. Determine appropriate uses of reserve capacity charges for upgrades and expansions as part of the capital funding plan within the City and within the service area. Provide a written procedure that delineates the criteria for determining what projects qualify for reserve capacity fee use.
15. Participate in periodic meetings and formal presentations including project progress reviews, formal City Commission presentations and public hearings when requested.
16. Perform other work necessary to assist the Department of Public Utilities in maintaining sufficient revenues to continue operations of the City's treatment/storage facilities and any other utility infrastructure.

III. GENERAL TERMS AND CONDITIONS:

All materials submitted in response to this RFQ shall become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFQ whether amended or not, and selection or rejection of the submittal does not affect this right.

- a. A termination clause will be required in the contract in accordance with the Consultants' Competitive Negotiation Act.
- b. The proposed contract shall be a five year contract. The award of a contract does not guarantee the Respondent that work will be assigned in any given fiscal year. Work will be assigned based on ability of the consultant to perform the work, as evaluated by the appropriate staff.
- c. Before the award of any contract, each respondent may be required to show (to the complete satisfaction of the City Manager, or his designee), that he/she has the necessary facilities, ability, and financial resources, compliance with the City's Local MBE/SBE Program to furnish the service as specified herein in a satisfactory manner, and he/she may also be required to show past history and references which will enable the City Manager, or his designee, to satisfy himself as to the qualifications. Failure to qualify according to the foregoing requirements will justify the City in rejecting a Submittal.

IV. EXPENSES INCURRED:

Submittal Preparation: The City accepts no responsibility for any expenses incurred in the Submittal, preparation, and presentation; such expenses to be borne exclusively by the Respondent.

Challenges: All costs accruing from a Submittal or an award challenged as to quality, etc. (tests, etc.) shall be assumed by the challenger.

V. FORM:

All responses to this RFQ shall be in the format specified herein. The response should address all aspects of the RFQ and must include a signature of the Respondent. All submittals must be in a sealed envelope plainly marked using the RFQ number, date and time. Respondent should expressly address issues indicated by the evaluative criteria.

The Respondent shall submit a properly signed original, plus ten (10) copies to the City Clerk's Office in a sealed envelope on which shall be shown the name and number of the submittal.

VI. WITHDRAWAL OF SUBMITTAL:

Any submittal that has been submitted to the City Clerk's Office may be withdrawn prior to the submittal opening time provided the request for withdrawal is submitted in writing to the City Clerk.

VII. OPENING DATE/TIME:

Opening of the submittals shall be as specified in the "Notice of Request for Qualifications," this Submittal, and amendments thereto. Any statements of qualifications received by the City after the date and time specified for scheduled opening will not be considered. It will be the responsibility of the Respondent to see that his submittal is delivered by the specified time and date. Date of postmark will not be considered. Phone or telegraphic statements of qualifications (including FAX and electronic mail) will not be accepted.

VIII. CLARIFICATION OF TERMS:

1. All contacts for information regarding the Submittal must be addressed to the City of Hollywood, Procurement Services Division, Ralph Dierks, Senior Procurement Specialist, rdierks@hollywoodfl.org, (954) 921-3223 or Kimberly Kilpatrick, Procurement Specialist, kkilpatrick@hollywoodfl.org, (954) 921-3222. Over the course of this "Request for Qualifications" process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes will be grounds for automatic disqualification of that vendor.
2. Each Consultant shall examine all "Request for Qualifications" documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the "Request for Qualifications" document is incorrect, obscure, or that additional information is needed, they should request such information or clarification in writing from Ralph Dierks, Senior Procurement Specialist, Procurement Services Division, in order that appropriate addenda may be issued, if necessary, to all prospective Consultants.
3. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addenda will be issued when changes, clarifications, or amendments to the "Request for Qualifications" document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

IX. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:

The Consultant shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the work of the Consultant. The Consultant shall correct any inaccuracies, errors, or omissions found in its work without additional compensation.

- a. The Consultant shall, at all times hereafter, indemnify, hold harmless, and defend the City, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
- b. The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
- c. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

Nothing in this Contract shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.

X. TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

XI. MAINTENANCE OF RECORDS:

The Consultant and all subconsultants shall keep all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at all reasonable times during the Contract period and for three (3) years from the date of final payment under this Contract, for inspection by authorized representatives of the City and applicable regulatory agencies, if any. Copies thereof shall be furnished, if requested, and the City shall pay a reasonable cost of reproduction. Incomplete or incorrect entries in such books and records will be grounds for the disallowance of any fees or expenses based on such entries.

XII. NON COLLUSION:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant.

XIII. ASSIGNMENT:

The Consultant shall not assign, transfer, or sublet all or any part of its interest in this Contract without the prior written consent of the City unless noted in this document.

XIV. INSURANCE:

Consultant shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$500,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker’s Compensation:

- C. Worker’s compensation insurance covering the contractor and the contractor’s employees with not less than the following limits:

Worker’s Compensation	\$100,000/500,000/100,000 for coverage
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Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Authorized Signature, Print Name)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney’s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(Company Name and Authorized Signature, Print Name)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

XV. ETHICS IN PUBLIC CONTRACTING:

By submitting response packages, all Respondents certify that the only person or persons interested in the Submittal as principal or principals is/are named therein and that no person, other than therein mentioned, has any interest in this Submittal or in the contract to be entered into; that this Submittal is made without connection with any other person, company or parties making a Submittal; that their submittals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Respondent, supplier, manufacturer or subcontractor in connection with their submittal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

XVI. LAWS AND REGULATIONS:

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

XVII. ANTI-DISCRIMINATION:

By submitting their packages, all Respondents certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Consultant. In addition:

- a. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Consultant, in all solicitations for advertisements for employees placed in behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

XVIII. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the submittal, the Respondent certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

XIX. INFORMATION FOR RESPONDENTS:

Award will be made to the most qualified Respondent or Respondents in accordance with the procedures set out in Florida Statutes 287.055 "continuing contract" in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act."

Acceptance of a submittal by the City is not an order to proceed.

All submittal packages must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Verify your submittal before submission as they cannot be withdrawn or corrected after being opened.

A person or affiliate, who has been placed on the convicted vendor (Contractor) list, following a conviction for a public entity crime, may not submit an offer to perform work with a public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XX. SUBMITTAL CONTENTS:

Qualified firms interested in providing services described herein are invited to submit a complete Submittal for consideration. The Submittal must address the items listed below clearly and concisely. Failure to clearly provide the information requested result in disqualification of the submittal. For clarity, it would be preferable to highlight via summary. It is anticipated that the submittal will have the following outline:

- Standard Form 330 (SF 330)
- Summary of Proposed Management
- Proposed Project Team
- Summary of Experience
- Conclusions
- Appendix 1 – Resumes of Key Personnel
- Appendix 2 – Summary of Litigation
- Appendix 3 – Financial Report

XXI. PROPOSED MANAGEMENT PLAN:

PROVIDE A NARRATIVE OF YOUR PROPOSED MANAGEMENT PLAN AND SCHEDULE FOR ACCOMPLISHING WORK PROJECTS. DISCUSS BRIEFLY, HOW YOU ANTICIPATE MAJOR PROBLEMS IN A PROJECT, AND HOW YOU APPROACH SOLUTIONS. DESCRIBE THE ORGANIZATION THAT YOU PLAN TO CREATE FOR THE PURPOSE COMPLETING VARIOUS WORK PROJECTS, INCLUDING STAFF AND THEIR DUTIES, LOCATION OF OFFICES, AND METHODS OF COMMUNICATING INFORMATION. DESCRIBE HOW SUB-CONSULTANTS, INCLUDING QUALIFIED LOCAL MBE/SBE SUB-CONSULTANTS, WILL BE INTEGRATED INTO THE ORGANIZATION OF THE PROJECT.

Provide an organization chart showing functional relationships between you and your sub-consultants including qualified Local MBEs/SBEs. Indicate how your project organization will be integrated with the City staff so as to achieve a "Team" approach. Show the lines of authority, and assignments of responsibility. Indicate the expected participation of top management. Be sure to indicate names of personnel to be assigned and their duties. Indicate access to other consultants you may utilize (if any).

State how priority will be assigned to the City's projects within your organization, realizing that the City may be one of many clients, all with competing priorities. Include a statement as to what effect your current and anticipated workloads will have on your ability to perform work under this submittal. Include a summary of current projects and project time frames.

XXII. PROPOSED PROJECT TEAM:

Describe the specific key individuals you propose to assign to projects including Project Managers (by type of assignment) and other key personnel. Provide a resume for each named individual which includes name and title, area of specialty, role, name of firm with which associated, years of experience with this firm and/or others, education, professional registration, other experience and qualifications relevant to the submittal, and three (3) professional references (name and telephone number). All resumes belong in an appendix.

Identify sub-consultants who may participate in the performance of normal project projects, including the respective projects they are to perform and evidence of their qualifications. Qualified Local MBEs/SBE's shall have the maximum opportunity to participate as sub-consultants and in the performance of all aspects of these projects. Provide a resume for each named individual which includes name and title, area of specialty, role, name of firm with which associated, years of experience with this firm and/or others, education, professional registration, other experience and qualifications relevant to the submittal, and three (3) professional references (name and telephone number). All resumes belong in an appendix.

XXIII. PROJECTS:

List rate study projects performed in the last five (5) years. Separately list rate study projects for which you supplied the rate study model to the client. List Florida facilities first, and summarize current operating systems in Florida. In the case of team submittals or joint venture submittals, the bibliography shall clearly specify which individual firm was responsible for the project listed. Include the following information for each:

- Location
- Description of project, including size and scope, type of rate study, etc.
- Client, including address, phone number and contact person
- Cost of project – initial cost estimate, and actual cost after completion
- Specific service performed by the firm submitting the Submittal and if Respondent was primary consultant
- Date of completion

XXIV. FISCAL DOCUMENTATION:

Provide a copy of the previous fiscal year's accountant's compilation report including balance sheet, and related statements of income, retained earnings, and cash flows for the year ended, in accordance with the statutes established by the AICPA.

Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years, stating points of contention, position (defendant or plaintiff) and results if available.

XXV. EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS:

Respondent taking exception to any part or section of these instructions or conditions shall indicate such exceptions on the Submittal. Failure to indicate any exceptions shall be interpreted as the Respondent's intent to fully comply with the specifications as written. Exceptions may result in disqualification of the submittal.

XXVI. EVALUATION PROCESS:

The City will appoint a selection committee consisting of City staff and/or outside utility professionals to evaluate the submittals. The committee will review, evaluate, and score each submittal according to XXVII - Initial Selection stated within these documents. After the initial selection is complete and scores are tabulated, the committee will short-list the qualified submittals to a maximum of three respondents. Short listed firms will be invited to present an oral overview of their approach to perform work on the various projects; the oral overview should be according to XXVIII - Oral Presentation as stated within these documents. The total score of the firm will be the sum of the scores received during the "Initial Selection (XXVII)" and the "Oral Presentation (XXVIII)." The scores will be used to recommend the ranking of the firms to the City Commission.

After the City Commission has determined the first, second, third, and etcetera ranked firm, the City will attempt to negotiate a consulting contract starting with the top ranked firm. The final contract negotiated between the consulting firm and the City will incorporate the contents of this RFQ, the qualifications submitted by the respondent, and any other terms or conditions that the City in its judgment may seek to include by way of negotiation.

XXVII. INITIAL SELECTION:

The initial selection evaluation of the submittals will be conducted strictly in accordance with the following criteria (scoring is based on a 100-point scale):

1.	Firm's Relevant Experience	25 points
2.	Project Organization and Technical Qualifications of the Persons Assigned to the Project	25 points
3.	Project Understanding, Proposed Approach and Methodology	25 points
4.	References and Successfully Completed Similar Projects	25 points

MAXIMUM TECHNICAL POINTS **100**

References provided must include customers who are currently using your rate model.

XXVIII. ORAL PRESENTATION:

Selected firms shall present an oral overview of their approach to perform work on the various projects and their ability to meet the City's required project needs. The oral presentation will be limited to twenty (20) minutes after which a question and answer period not exceeding twenty (20) minutes pertaining to specifics will commence. As part of the presentation, each Submitter will be required to demonstrate their rate model to show us its features and flexibility at handling a variety of different types of rate studies and its ease of use and user manual documentation. The oral interview will be evaluated based upon the following (scoring is based on a 100-point scale):

- 1. Proposed Project Staff (20 Points)** - Identify key personnel and describe their qualifications and responsibilities. Indicate prior experience on similar projects. This would include rate consultants, systems integrators, financial consultants, etc.
- 2. Overall Approach and Methodology (30 Points)** - Explain in detail your approach to conducting a rate study (both retail and bulk wholesale) and Large User True-up.
- 3. Integrating Rate Model into a Clients Organization (30 Points)** - Explain how you have introduced your rate model into a clients system and trained them on how to use it. Provide information on how many rate models you have installed at clients and the user manuals and on-going support you provide. Discuss your systems integration experience where you have linked your rate model with the clients accounting and other systems.
- 4. Cost Control (20 Points)** - Demonstrate how you would manage the accomplishment of the scope of services at the lowest possible cost to the City.

XXIX. AWARD OF CONTRACT:

The contracts shall be awarded in accordance with Florida Statutes 287.055 "Consultants' Competitive Negotiation Act."

THIS SHEET MUST BE SIGNED

RESPONDENT CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Submittal.

Respondent should check off each of the following items as the necessary action is completed:

- 1. The Submittal has been signed.
- 2. Any required descriptive literature, etc. have been included.
- 3. Any information required is included.
- 4. Any addenda have been signed and included.
- 5. The mailing envelope has been addressed to:
Office of the City Clerk
City of Hollywood
P.O. Box 229045
Hollywood, FL 33022-9045
- 6. The mailing envelope must be sealed and marked with Submittal Number, Submittal Title and Due date.
- 7. The Submittal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Submittal cannot be considered.)
- 8. Submittal includes:
 - a) Standard Forms 330 (SF 330)
 - b) Summary of Proposed Management
 - c) Proposed Project Team
 - d) Summary of Experience
 - e) Conclusions
 - f) Appendix 1 – Resumes of Key Personnel
 - g) Appendix 2 – Summary of Litigation
 - h) Appendix 3 – Financial Report and auditors letter
 - i) List of sub-consultants if any

ALL COURIER-DELIVERED "STATEMENTS OF QUALIFICATIONS" MUST HAVE THE RFQ NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name:

Signature and Title:

Date:

PROJECT SUBMITTAL

FROM: _____

DATE: _____

CITY OF HOLLYWOOD
Department of Public Utilities
c/o City Clerk
2600 Hollywood Blvd.
Hollywood, FL 33022-9045

RE: RFQ NO. 4233-10-RD

Dear Mr. Moore:

The undersigned, as Respondent, hereby declares that we have examined the Scope of Services and informed ourselves fully in regard to all conditions pertaining to the work to be done for the City of Hollywood's Consulting Services Contract. The Respondent further declares that the only persons, company or parties interested in this Submittal or the Contract to be entered into as principals are named herein; that this Submittal is made without connection with any other person, company or companies making a Submittal; and it is in all respects fair and in good faith, without collusion or fraud.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the City.

The undersigned do agree that should this Submittal be accepted, to execute the contract and present the same to the City of Hollywood – Office of Budget & Procurement Director for approval within twenty (20) days after being notified of the awarding of the contract.

The undersigned do further agree that failure to execute and deliver said forms of contract within twenty (20) days, will result in damages to the City.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2010 in the County of _____, in the state of _____.

Respondent's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

Phone No.: _____

Address _____

City and State Zip _____

BY: _____
Typed and Written Signature

Title



City of Hollywood, FL Subcontractor and Material Supplier Payment Certification

(Check the category that applies to this certification. One form to be completed for each Subcontractor and Material Supplier)

- a. Local SBE Subcontractor/Material Supplier
- b. Local MBE Subcontractor/Material Supplier
- c. Other Subcontractor/Material Supplier

Release of Lien information (agrees with) or (does not come from) _____ Payment Application.

Amount of Contract with Subcontractor or Material Supplier \$ _____.

Amount Paid to Date \$ _____ Percentage Paid to Date _____

This is to certify that _____
(Subcontractor of Material Supplier)

Received Partial or Final payment in the amount of \$ _____ on _____
(actual amount) (date)

from _____ for labor or materials used on
(Name of Prime Contractor)

(Contract/Project Name) (Contract/Project Number)

Printed _____ Signed _____
(Prime Contractor Official)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 ____

(Notary Public) Commission Expires Notary Seal

Printed _____ Signed _____
(Official of Subcontractor or Material Supplier of over \$1,000 value)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 ____

(Notary Public) Commission Expires Notary Seal

Due: Contractor shall provide a partial released of lien for each subcontractor and/or material supplier for amounts over \$1,000 based on the current schedule of values as attached to each Application and Certificate for Payment. This partial release of lien shall include the percentage of work completed this period and be provided to the City of Hollywood the earlier of 30 days after payment made to prime contractor or prior to the next payment request by the prime contractor

NOTE: If the Contractor without reasonable cause fails to make payment to Subcontractors and/or Material Suppliers within 15 working days after receipt by the Contractor of full or partial payment, the Contractor shall pay the Subcontractor and/or Material Supplier a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed.