



CITY OF TITUSVILLE, FLORIDA
INVITATION FOR INFORMAL PRICE QUOTE #10-PQ-110
BOUNDARY SURVEYS FOR
550 S. BROWN AVENUE & 1520 S. DE LEON AVENUE
Due Date: May 12, 2010 @ 4:00 PM

BIDDER INFORMATION

Company Name _____
Address _____
City/Zip/State _____
Contact Person _____
Phone Number _____
Fax Number _____
FEIN/SS# _____
Signature _____
Title _____
Date of Quote _____
Delivery Lead Time _____

CITY OF TITUSVILLE

Buyer Wynn Greene
Title Sr. Procurement Analyst II
Dept Support Services
Div Purchasing & Contracting
Phone # 321-383-5767
Fax # 321-383-5628
Address 555 S. Washington Ave
City/State/Zip Titusville FL 32781
Quote Due Date May 12, 2010 @ 4:00 PM
Ship FOB TITUSVILLE
Terms NET 45 DAYS

INSTRUCTIONS: COMPLETED PRICE QUOTE DOCUMENT IS TO BE SUBMITTED BY FAX TO (321) 383-5628. Provide your best selling price in the unit price column for the item(s) you are quoting on. If bidding other than specified, indicate brand name and part number. Please read the terms and conditions listed below, complete the requested information, and sign in the space provided above. If not bidding, please state "No Bid" and return this form. This is an Invitation for Price Quotes (IPQ) for services/commodities in accordance with the attached specifications. It is the intent and purpose of the City of Titusville that this IPQ promote competitive bidding for the commodities or services contemplated for purchase hereby. It shall be the bidder's responsibility to advise the Purchasing & Contracting Division (in writing) no later than three (3) days prior to quote opening of any language, requirements, etc. or any combination thereof, that inadvertently restricts or limits competition and the requirements stated in this IPQ to a single source.

Provide Boundary Surveys for the following properties:

550 S. Brown Avenue, Titusville, FL – Legal Description: 22 350401 54 7 S 550 Brown Ave Subd of E 1/2 of NE 1/4 Titsuville Lots 7, 9, 12, 13, 14 BLK 54

1520 S. De Leon Avenue, Titusville, FL – Legal Description: 22 350901 11 S 1520 De Leon Ave Deatherage Subd Titusville Lots 11, 12

THIS IS NOT AN ORDER Please bid on furnishing and delivering the following items. Bid price shall be stated in units requested and shall remain firm for 90 calendar days. Price quoted shall include any and all charges related to delivery of items requested.				
ITEM	DESCRIPTION	QTY	UNIT	LUMP SUM PRICE
1	Boundary Survey for 550 S. Brown Ave.	1	EA	
2	Boundary Survey for 1520 S. De Leon Avenue	1	EA	
	TOTAL COST			
NUMBER OF DAYS FROM RECEIPT OF PURCHASE ORDER TO COMPLETE & SUBMIT SURVEY TO CITY _____				
The City's State Tax Exemption number is 85-80126221699C-3; the FEID number is 59-6000440. Any questions regarding this price quote are to be directed to the attention of the Procurement Analyst stated above at least five (5) days prior to due date.				

FAX QUOTE TO FAX NUMBER (321) 383-5628 BY MAY 12, 2010 4:00 PM

Wynn Greene, Sr. Procurement Analyst II

City of Titusville, 555 S. Washington Avenue, Titusville, FL 32796

10-PQ-110 Boundary Surveys for 550 S. Brown Avenue & 1520 S. De Leon Avenue, I have read the attached and agree to its contents.

Vendor Authorized Representative (print or typed) Date

Authorized Representative (signature)

Address

Telephone Fax

NOTE: Proof that your firm is insured and licensed to provide this service and a completed Drug Free Certificate must be included with this quote for your quote to be considered.

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid. In order to have a drug-free workplace program, a business shall: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature, Title, Date

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after being first sworn by me, affixed his/her signature in the
space provided above on this _____ day of _____, 2010.

____ Personally known Produced I.D. _____

Notary Public

PLEASE COMPLETE AND SUBMIT WITH QUOTE

GENERAL TERMS AND CONDITIONS – READ CAREFULLY

Bidder: To Insure Acceptance of the Price Quote, Follow These Instructions:

Execution of Price Quote: Bid must contain a manual signature of an authorized representative in the space(s) provided.

Prices, Terms, and Payment. General: All prices must be firm for the delivery schedule quoted herein. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the price quote and will render your quote unacceptable.

F.O.B. Point. All prices shall be quoted F.O.B. (Free On Board) delivered to any City of Titusville department facility.

Discount. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Titusville to make payment of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or receipt of correct invoice at the Finance Department, Accounting Division - Accounts Payable, whichever is later.

Invoicing and Payment: Cash discounts that provide for payment in less than 10 days from acceptance will not be considered. **Cash discounts for prompt payment will be used in determining low bid. Unless a cash discount for prompt payment is included as part of the bid, the suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to:** Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this price quote. All invoices must show the City of Titusville purchase order number and all pertinent data to be considered proper.

Taxes. The City of Titusville does not pay Federal Excise or State Sales Tax. Our Tax Exemption Number is 85-80126221699C-3 and is also stipulated on all our purchase orders.

Political Subdivisions. Under Florida law, prices contained in "State Contracts" shall be made available to the City of Titusville. The City reserves the right to purchase any commodity from a State Purchase Contract if in the best interest of the City. Conversely, the City may disregard the State Contracts and purchase in alternate manners.

Condition and Packaging. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model) at the time of bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

Safety Standards. Unless otherwise stipulated in the price quote, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards set forth there under.

Marking. Each individual container shall be marked with the brand name of the product, quantity, and the name and address of the manufacturer. Each shipping container shall be marked

with the name of the vendor and must also clearly and indelibly indicate the City of Titusville Purchase Order Number in a conspicuous place.

Conflict of Interest: The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes; i.e., Public Officers and Employees General Provisions.

All bidders must disclose with their price quote the name of any officer, director, or employee who is also an employee of the City of Titusville. Further, all bidders must disclose the name of any City of Titusville employee who owns, directly or indirectly, an interest in one or more of the bidder's firm(s) or any of its branches.

Awards: In the best interest of the City of Titusville, the City may opt to make award(s) by individual items, group of items, all or none, or a combination thereof with one or more suppliers. The City of Titusville may reject any or all price quotes or waive any informality or technicality in price quotes received.

Award Dispute Resolution: Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be filed with the Purchasing & Contracting Division within 72 hours after posting of the bid tabulation or after receipt of notice by the City of intended award. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements that promulgated the protest

Inspection, Acceptance, and Title: Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Titusville.

Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.

Equal Employment Opportunity: The successful bidder agrees that he will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal law.

Liability: The vendor shall hold and save the City of Titusville, its officers, agents, and employees harmless from liability of any kind in the performance or fulfilling the requirements of the purchase order that may result from this price quote.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Evaluation of Price Quote Award:

Award shall be made to the bidder that submits the lowest bid price proposal (Unit Price Bids/Quotes: The award will be made to the firm that submits the lowest price proposal or aggregate amount resulting from applying the unit price(s) submitted in the price proposal), provided that it is both responsive and responsible as determined solely by the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, discounts, and service reputation of the bidder, in determining the most advantageous bid.

Criteria for Award or Rejection of Price Quotes:

In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- The ability, capacity, and skill of the bidder to perform the services required.
- Whether the bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interferences.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The quality of performance of previous contracts, purchase orders or services rendered.
- Previous and existing compliance by the bidder with laws and ordinances relating to contracts, purchase orders or services.
- The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
- The quality, availability, and adaptability of the supplies or services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject matter if required by the price quote specifications.

- Whether the bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the bidders' taxes or assessments are delinquent.
- Such other additional criteria as may be developed for a specific price quote.

Alternatives/Substitutions to Specifications:

Any alternatives or substitutions to the attached specifications must be clearly delineated, properly marked and submitted with the bid (use separate sheets of paper and make them part of the price quote if necessary.)

Period of Offer Validity:

Prices quoted in the bid must remain valid for a period of **ninety (90) days** from the date of the bid opening.

Bid Tabulation

Bidders may request copies of the bid tabulation documents in person or by enclosing a stamped, self-addressed envelope with the price quote.

Failure to Execute Purchase Order:

Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid was made; or the City may reject all the bids and rebid. Contractors who default are subject to suspension and/or removal from the approved vendor's list.

Discounts:

Bidders may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.

LOCAL PREFERENCE POLICY

(Ordinance No. 6-1994 and as amended by Ordinances No. 10-1995 and 46-2009)

The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it.

Local City of Titusville Preference:

1. Five (5) percent of the low bid amount for project awards up to and including \$500,000.00,
2. Three (3) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
3. Two (2) percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Brevard County Preference:

1. Two (2) percent of the low bid amount for project awards up to and including \$500,000.00,
2. One (1) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
3. Sixty six hundredths (0.66) of one percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Preference consideration will be applied to offerors to this bid proposal.