



Purchasing Division

# CITY OF MOUNT DORA

John A. Bruce, CPPB – Purchasing Manager  
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Mount Dora, FL 32757  
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## REQUEST FOR PROPOSAL

**BID NAME:** Administration and/or Engineering services for a State of Florida Small Cities Community Development Block Grant, in the Neighborhood Revitalization category. DCA Contract # 09DB-4N-06-46-02-N13.

**BID NUMBER:** 09-0500

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### SUBMISSION DEADLINE & BID OPENING:

**DATE:** JUNE 30, 2009

**TIME:** 3:00 P.M.

Immediately following this deadline, the Bids will be opened and read aloud during a public meeting. Bids must be completed in ink or typed and mailed or delivered to the office of the Purchasing Division, 1250 N. Highland St., Mount Dora, FL 32757. Any bids received in the office of the Purchasing Division after the specified time and date of bid submission will not be considered. The designated clock in the Purchasing Division shall be the final pronouncement as to the submission's timely arrival. Bids must be presented in a sealed opaque envelope clearly marked with the Bid Number and Bid Description as listed above.

### CONTACT POINT WITH THE CITY:

All information should be requested through the Purchasing Division office. The address is 1250 N. Highland St., Mount Dora, Florida 32757. The phone number is (352) 735-7176, fax (352) 735-4789.

### EVALUATION PERIOD:

Approximately 2-3 weeks. After evaluation, the City anticipates that this bid will result in the selection of the top three (3) candidates (Engineering Services Only), and a single contract for the Grant Administration services.

### BID WITHDRAWAL:

No bid may be withdrawn prior to opening or subsequent to award except upon written consent of the City. The bidder agrees to sign a release receipt in the event a bid is withdrawn.

### SHIPPING ADDRESS:

City of Mount Dora Purchasing Division, 1250 North Highland Street, Mount Dora, Florida 32757

**DELIVERY DATE:**

Work is to begin within thirty (30) days after purchase order issuance from the Purchasing Division.

**ACCEPTABLE FORMAT:**

Bid format as approved or provided by the City is the only acceptable format on which a vendor may return a bid. Bids submitted on any other format will be disqualified. (Any additional information relative to the bid may be submitted on a separate format).

**TAXES:**

The City is exempt from Federal and State Taxes. DO NOT include taxes in your bid. The Bidder may not be exempt from said taxes and the City makes no representation as to any such exemption for the Bidder. The Bidder may not use the City's tax exemption numbers without written permission. However, any federal, state or other governing entity that levies a surcharge that does apply to the City, such as but not limited to a recycling/advance disposal fee, is to be included as part of the ultimate bid price and will be considered as included unless clearly marked in the bid submission that the surcharge is an additional price.

**CONTRACTS:**

All contract obligations shall prevail for whatever period of time is required to complete the work plus ninety (90) days after the effective date of the contract. After that period, the contract may be cancelled in whole or part by the City or the supplier giving a thirty (30) day written notice prior to the requested cancellation date. The City reserves the right to cancel the contract for any reason as set forth in the contract documents before this time period expires.

**DIRECT PURCHASES:**

The City of Mount Dora is exempt from State of Florida sales tax on materials it purchases. On the basis of this exemption the City can purchase materials and furnish them to Contractor and its Subcontractors thereby reducing the overall cost of the Project. The process used to ensure the responsibility for materials stays with the Subcontractor installing the items while saving the City the amount of sales tax normally included in the price of construction is called the Direct Purchase Procedure.

In general, Contractor's Subcontractors will include the price of all materials including sales tax in each of the unit priced items indicated in the plans and specifications. The Subcontractor will take proposals for the materials from the vendors of Contractor's choice. The vendors will include sales tax in their proposal as if this were a typical commercial purchase and those costs will be included in the bid prices the Subcontractor submits in Contractor's bid. After a Work Authorization with a requisition cost over \$15,000 including the specific items to be purchased is issued to Contractor and the Subcontractor is subsequently awarded by the Contractor, the City will be provided with 1) the name of the vendor, 2) a list of the materials to be purchased, and 3) the delivery schedule for the items.

The Subcontractor and Contractor will also provide any other information or forms that the City would require to issue the purchase order for the material. The City will place the purchase order for the material less the amount of State of Florida sales tax. After the material is delivered, Contractor and the Subcontractor will credit the City for the price of the materials plus the amount of the sales tax which would have normally been paid, from the amounts due for the Work performed. The City of Mount Dora reserves the right to require Contractor to assign some or all of its subcontractor's bids or agreements for purchase of materials from these suppliers to City of Mount Dora. The Contractor shall

Work with the City of Mount Dora to develop a mutually satisfactory Direct Purchase program to allow for such purchases of materials for the Project by the City of Mount Dora.

**BID BOND:**

**THIS BOND DOES NOT APPLY TO THIS REQUEST.** Any bid submitted to the City that is valued at or above twenty-five thousand dollars (\$25,000.00) shall require a Bid Bond valued at five percent (5%) of the total bid and be submitted with the bid. Failure to submit this bond will be grounds for the bid to be deemed non-responsive and subsequently rejected.

**PERFORMANCE BOND:**

**THIS BOND DOES NOT APPLY TO THIS REQUEST.** Any bid submitted to the City that is valued at or above twenty-five thousand dollars (\$25,000.00) shall require a Performance Bond valued at one hundred percent (100%) of the total bid and be submitted to the City when a Notice of Award is sent to the successful bidder. A Letter of Intent from the bidder's bonding company must be submitted with the bid stating that the company will issue this bond if the bidder is the successful bidder. Failure to submit this Letter of Intent will be grounds for the bid to be deemed non-responsive and subsequently rejected.

**PAYMENT BOND:**

**THIS BOND DOES NOT APPLY TO THIS REQUEST.** Any bid submitted to the City that is valued at or above twenty-five thousand dollars (\$25,000.00), or where the bidder will employ sub-contractor(s) to perform any portion of the work, shall require a Material & Labor Payment Bond valued at one hundred percent (100%) of the total bid and be provided to the City when a Notice of Award is sent to the successful bidder. A Letter of Intent from the bidder's bonding company must be submitted with the bid stating that the company will issue this bond if the bidder is the successful bidder. Failure to submit this Letter of Intent will be grounds for the bid to be deemed non-responsive and subsequently rejected.

**RETAINAGE:**

The City reserves the right to withhold an amount equal to ten percent (10%) of the total bid as a retainage against the bidder's failure to perform in any way to the subsequent Agreement as awarded to the successful bidder. This provision may apply even when a bond has been posted at the City's sole discretion. After all work has been completed and the City has issued a Final Notice of Acceptance, the City may continue to hold for an additional forty-five (45) days all retainage monies. The City will then disburse the retainage if no claims are to be charged against it.

**LIABILITY INSURANCE:**

Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) days guaranteed written notice of cancellation and the City listed as an additionally insured with the following minimums:

Workmen's Comprehensive ... meeting State Statutes  
Product Liability \$100,000 single / \$300,000 aggregate  
General Liability \$100,000 single / \$300,000 aggregate  
Commercial General Liability \$500,000 combined single limit  
Currents Form  
Comprehensive Form  
Premises Operations  
Explosion and Collapse Hazard  
Underground Hazard

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Products/Completed Operations Hazard  
Contractual Insurance  
Broad Form Property Damage  
Independent Contractors  
Automobile Liability \$500,000 combined single limit  
Owned  
Hired  
Non-owned

**CANCELLATION:**

It is the intention of the City to purchase services from sources that will give prompt and convenient shipment and service. Any failure of the vendor to satisfy the requirements of the City shall be reason for termination of the award.

**RESERVATIONS:**

The City of Mount Dora reserves the right to accept any bid which in their opinion best serves the interest of the City, and/or to reject any or all bids, and/or any part thereof. This bid will be considered on a per line item basis unless otherwise stated in this invitation by the City, while at the same time, the City reserves the right to award a contract on other pertinent factors. Any bid contracts by any other government agency that may apply to this bid solicitation will be considered as submitted and as a viable bid that the City may choose as a basis to award a contract or order.

The City reserves the right to waive any minor technicalities or irregularities as might be found in bid/bid submissions strictly at the City's option. The City also reserves the unilateral right to negotiate with bidders in the event of, but not limited to: no bids received, less than three (3) bids received, or bids received are over budget and/or unreasonable. The Bidder does not have the right to unilaterally change prices.

**PUBLIC ENTITY CRIMES:**

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, 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 s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**BIDDER'S QUALIFICATIONS:**

Bidder represents by submitting a bid that the Bidder has carefully examined the specifications and has fully informed them as to all existing conditions and limitations pertaining to the work involved and has included all of these aspects in the total bid submitted.

Bidder also represents that the Bidder is knowledgeable and does comply with any and all Federal, State or other local governmental agency's requirement(s), such as but not limited to, Equal Opportunity Employment, Hazardous Materials, Licenses, OSHA, Social Security, Unemployment Compensation, and Health Care.

Refer to the Specifications below for any requirements particular to this RFP.

**EXPLANATION REQUESTS:**

Any explanation desired by a bidder regarding the meaning or interpretation of this invitation MUST be in writing and submitted with sufficient time allowed for a reply to reach all prospective bidders before the submission of their bid. Forward your request to the same address used for the bid submission or you may send it by fax using (352) 735-4789.

All information given to a prospective bidder will be furnished to all prospective bidders in the form of an amendment or addendum to the invitation if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by the bidder must be acknowledged and received by the City prior to the opening date and time by return letter and by attachment in the bid submission. Oral explanation or instructions given prior to the opening will not be binding.

**BID AWARD:**

Notification of an award will be in written form as issued by the Purchasing Division. Upon notification, the Bidder shall submit all required documents as outlined in the Notice of Award. Upon the document receipt, and the City's approval, the Purchasing Division will forward written acceptance. Work shall NOT begin until the Bidder receives such acceptance.

**COMPLETE CONTRACT:**

This bid document along with its addenda, amendments, attachments, and modifications combined with the Notice of Award, Agreement and Purchase Order when duly executed, become the complete Contract between the parties hereto, and no verbal or oral promises or representations of this Contract shall be binding on either party.

**SUB-CONTRACTORS:**

Any use of sub-contractors shall be stated in the bid submission with the information provided as stated above. The Bidder shall cooperate with the City in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises. The Bidder hereby agrees and understands that the Contract resulting from this Invitation shall not be transferred, assigned or sublet without prior written consent of the City.

**LAWS, ORDINANCES & REGULATIONS:**

The Bidder shall keep fully informed of all local, state and federal laws, ordinances and regulations that in any manner affect the work to be performed or those persons engaged or employed or the equipment used in executing the work. The Bidder and/or the Bidder's agents and/or employees shall at all times, serve and comply with such said laws, ordinances and regulations. Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Bidder.

**HOLD HARMLESS:**

The Bidder shall defend, indemnify and save harmless the City, its officials, employees, departments, divisions, agents, boards, council, and volunteers against any and all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings and decrees of every nature, and expenses to persons or property occasioned, wholly or in part, by the negligent acts or omissions of the Bidder, Bidder's agents, employees, or sub-contractors.

**INDEPENDENCE OF BIDDER:**

At all times, the Bidder, the Bidder's employees, agents, sub-contractors and subsequent employees or agents shall be considered as independent contractors and not employees of the City. The Bidder shall exercise all supervisory and general control over these above named person's duties, payment of wages, and the right to hire and fire and to discipline. As an independent contractor, payment under this contract shall not be subject to withholding for taxes, social security or other purposes, nor shall the Bidder or these other above named persons be entitled to any City employee benefits, such as, but not limited to, sick leave, retirement pension, vacation pay, medical benefits, life insurance, worker's disability compensation or worker's unemployment compensation or the like.

**ADDITIONAL REQUIREMENTS:**

There may be additional requirements or restrictions as outlined in the Notice of Award or Agreement. This may include, but is not necessarily limited to, completion deadlines, liquidated damages and proof of insurance or bonds as required.

**BID PREPARATION & REVIEW:**

The City shall not be liable for any costs incurred in the preparation or presentation of this bid. The City reserves the right to conduct interviews, require oral presentations of any or all bids and to schedule visits of submitter's facilities as deemed necessary by the City. Each submission should contain adequate documentation for the City to make their evaluation based on the selection criteria as may be outlined.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any details or omission from it of a detailed description concerning any point shall be regarded as meaning only that the best commercial practices shall prevail. All interpretations of this specification shall be made on the basis of this statement.

**DISPUTES:**

Upon award, the vendor shall carry on the work and adhere to the contract during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the vendor and the City may otherwise agree to in writing.

**PAYMENT ON CONTRACT:**

The City will make partial payments based upon completion of specific work objectives, as outlined in the contract award.

**VENDOR REQUIREMENTS OF THE CITY:**

The bidder shall state what, if anything will be required from the City or its personnel in order to comply with the stated specifications in this bid. Failure of the bidder to state such additional requirements will be considered that none are needed.

**DEFINITIONS:**

It is understood the terms: **Bidder, Contractor, Bidder, Submitter, Vendor** and other related terms refer to any individual, organization or entity that submits a bid to the City for consideration under this invitation. The terms: **City** and **Owner** refer to the City of Mount Dora and other

contributing/participating public entities as the requestor of this invitation and possible subsequent purchaser of the requested goods and/or services. **Contract Administrator** is the person designated by the City to act as the City's agent on a daily basis to administer any resulting contract that might exist in the future as a result of this invitation.

(END OF STANDARD TERMS AND CONDITIONS)

## STATEMENT OF NO BID

NOTE: If you do NOT intend to bid on this commodity or service, please return this form immediately to (fax 352 735-4789):

City of Mount Dora - Purchasing Division  
Mr. John A. Bruce, CPPB, Purchasing Manager  
1250 N. Highland Street  
Mount Dora, Florida 32757

We, the undersigned, have declined to bid on your above named Bid for the following reasons:

- \_\_\_\_\_ Specifications are too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your bidder's list for this commodity or service.
- \_\_\_\_\_ Other (explain below).

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City of Mount Dora bidder's list for this commodity or service.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIFICATIONS

Grant Administration services include complete administration (such as, but not limited to, financial management, minority business enterprise/contract reporting, record keeping, filing, request for funds, amendments and re-scoring if necessary, identifying potential conflicts of interest, attend monitoring visit and prepare response for any findings, fair housing, updating civil rights profile, responding to citizens complaints, labor standards, procurement of contractor, closeout documents) for the project.

Engineering services include surveying, testing, design, cost estimating, permitting, construction administration, and resident observation.

Proposals for one or more of the services will be considered on an equal competitive basis. Qualifications for each service must be described separately. Proposals for each of the services will be evaluated separately, using the following criteria, which are listed in order of relative importance:

- (1) Knowledge of State & Federal Regulations governing the CDBG program; 25 points
- (2) CDBG experience; 25 points
- (3) Approach to Task; 25 points
- (4) References: Minimum of 5 projects currently on-going for which you are responsible; 15-points
- (5) Ability to become quickly familiar with local conditions;  
10 points engineering, 5 points administration
- (6) Fee; 5 points administration only
- (7) MBE/WBE shall prevail in the event of a tie.

Proposals for administration services must indicate a fee for the service, with an explanation of the basis for the fee. Fee may be quoted as lump sum, percentage or hourly rate and will be scored as 5% of the total ranking. Engineering fees will be negotiated after ranking, in compliance with the Florida Consultants Competitive Negotiation Act. Separate contracts will be awarded for each of the services.

An original and five (5) copies of sealed proposals, marked "CDBG Services" must be received by **3:00 P.M.** on **June 30, 2009** at the **City of Mount Dora Purchasing Division** located at **1250 North Highland Street, Mount Dora, Florida 32757**. All mailed proposals shall be addressed to **Mr. John A. Bruce, CPPB, Purchasing Manager**.

## CERTIFICATION OF ADHERENCE TO RFP REQUIREMENTS

Addendum numbers \_\_\_\_\_ are acknowledged.

There are \_\_\_\_\_ additional pages attached to be considered part of this Bid.

Any changes made must allow the previous entry to be seen with a single line drawn through the old entry and the new entry next to the previously marked items, and must bear the initials of the person submitting this bid. We agree to submit a financial statement to the City if selected as one of the finalists in this Bid.

I/We certify that the attached Bid reflects the specifications provided by the City exactly. The person signing below represents himself or herself as a duly authorized officer or agent with the capacity to bind the following named organization submitting this Bid as attached to this submission as an offer:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name of Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Bid Submittal Date: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ - \_\_\_\_\_