



REQUEST FOR PROPOSAL #32-0-2011/SB DECORATIVE BOULDERS

Purchasing & Contracts Division
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 1/7/2011
Page 1 of 23

**PROPOSALS TO BE RECEIVED NO LATER
THAN 5:00 PM ON TUESDAY 1/25/2011**

PURCHASING DIVISION CONTACT:
Susan Blair – CPPB, FCCM, FCPA
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: blairs@pbfl.org

**PROPOSALS WILL BE OPENED AT 3:00 PM
ON WEDNESDAY 1/26/2011**

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Discount for total award of proposal: _____ Proposals are firm for 90 days Yes___ No___ Other____ Will you honor the Visa Purchasing Card as a form of payment? ☐ YES ☐ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO PROPOSAL", state reason: _____

Proposal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at the CITY HALL, 120 Malabar Road SE, Palm Bay, Florida 32907, Room 123. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 32-0-2011/SB – DECORATIVE BOULDERS. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (typed or printed)

Printed Name & Title

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

For the proposal to be considered, one (1) original **marked "ORIGINAL"**, and three (3) copies of the proposal be received by the City of Palm Bay no later than 5:00 P.M. on Tuesday, January 25, 2011.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting at 3:00 P.M. on Wednesday, 1/26/2011. The location of the opening will be the Purchasing & Contracts Division, Conference Room, 120 Malabar Road, SE, Palm Bay, FL 32907.

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City; there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

Item #	SUBMITTALS	RFP Page #('s)	Proposer Response Included		
			YES	NO	N/A
1	Proposer has completed, signed (blue ink) and included Cover Sheet	1			
2	Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals	2 – 3			
3	Proposer has provided One Original hard-copy Proposal (marked " ORIGINAL "), signed (blue ink), <u>to include Original Cost Proposal</u>	1,2,5,14			
4	Proposer has provided three (3) hard-copies of their proposal (marked " COPY "), <u>without the cost proposal</u>	1,2,5,14			
5	Proposer submittal is organized in tabbed format as described in Section IV of RFP	14-16			
6	Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	19			
7	Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)	21			

Item #	SUBMITTALS	RFP Page #('s)	Proposer Response Included		
			YES	NO	N/A
8	Proposer has completed and included their Reference Sheet	22			
9	Proposer has completed and included an Itemized list of deviations from product/service specifications (if applicable)	1,6,16			
10	Proposer has included a copy of business tax receipt (occupational license)	16,23			
11	Proposer has completed and included their Local Preference Certification Statement (Not Required for Class "D")	23			
12	Proposer has read, understood, and submitted all additional required documentation for proposal evaluation.	---			

 Authorized Signature

 Company

 Printed Name & Title

 Date

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SECTION 1

INTRODUCTION

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Proposals for the purchase of a Decorative Boulders.

PROPOSAL DUE DATE & TIME: TUESDAY, JANUARY 25, 2011 AT 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at CITY HALL, 120 Malabar Road SE, Palm Bay, Florida 32907, Room 123. Proposals are to be received NO LATER THAN 5:00 P.M. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting at 3:00 P.M. **on Wednesday, 1/26/2011.** The location of the opening will be the Purchasing & Contracts Division, Conference room, 120 Malabar Road, SE, Palm Bay, FL 32907.

All Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 32-0-2011/SB Decorative Boulders. Proposer's name and return address must be clearly identified on the outside of the envelope.

Proposer shall submit four (4) complete sets with all supporting documentation:

- o One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink. Submittal will include the cost proposal.
- o Three (3) hard-copies (marked "COPY") without the cost proposal.

Any additional information should be attached to this Proposal format, or the Proposal may be disqualified. Proposal Sheet(s) with an original signature, signed by an authorized company representative, must be submitted to validate the Proposal price.

Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. These documents constitute the complete set of terms and conditions, specification requirements, and Proposal forms.

It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

Proposals not submitted on the enclosed Proposal Form shall be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the "NO PROPOSAL RESPONSE" on Page 1.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Susan Blair – Contract Administrator, CPPB, FCCM, FCPA, Purchasing & Contracts Division at (321) 952-3424. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Palm Bay, FL 32907, Attention: Susan Blair – Contract Administrator, CPPB, FCCM, FCPA, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 952-3401 or e-mail at blairs@pbfl.org. Questions received less than seven (7) calendar days prior to the date for opening of the proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Proposers are responsible to check any of these locations for updates.

ASSIGNMENT - Neither the contract nor payment due will be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final.

AWARD - Award will be made to the lowest and best responsible offeror whose Proposal is determined by the City, to be in the best interest of the City.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations will be posted at least seventy-two (72) hours in advance of such meetings/presentations. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at www.publicpurchase.com. Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: The submission of this Proposal in response to the Request for Proposal constitutes a contractual agreement, at the option of the Successful Proposer, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any

public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

F.O.B. POINT - Products are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INDEMNIFICATION STATEMENT – By submitting a Proposal document signed by an authorized agent of the Proposer, Proposer acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Awarded Proposer, including but not limited to the Awarded Proposer's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Awarded Proposer) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Awarded Proposer in the execution, performance or non-performance or failure to adequately perform Awarded Proposer's obligation pursuant to this Agreement.

In addition, Awarded Proposer shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Awarded Proposer of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Awarded Proposer;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Awarded Proposer, resulting from the failure of Awarded Proposer to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Awarded Proposer;
- (5) Any lien or other claim by Awarded Proposer inconsistent with this Agreement;
- (6) Any obligation of City resulting from Awarded Proposer's errors, omissions or breach of obligation.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal,

will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

INVOICES - Invoices should be sent in duplicate to the City of Palm Bay, Accounts Payable Division, 120 Malabar Road SE, Palm Bay, Florida, 32907-3009. It is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation.

NON-DISCRIMINATION - The successful Proposer will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The proposer will agree to hold harmless the City of Palm Bay, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Proposer in accordance with the Local Government Prompt Payment Act, Section 218.70 – 218.80, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Proposer when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907. **NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.**

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has fully knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

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 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 for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, 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 (Section 287.133, Florida Statute).

PUBLIC RECORDS: Florida Law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically

identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals is posted at least seventy-two (72) hours in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TERMINATION – Any Contract as awarded through this Request for Proposals may be terminated by the City upon thirty (30) days advance written notice to the Successful Proposer at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then the Contract may be extended upon written approval from the City until said work or services are completed and accepted by the City. In the event the Contract is terminated or cancelled upon the request and for the convenience of the City with such thirty (30) day advance written notice, the City shall reimburse the Successful Proposer for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the Successful Proposer, or any other articulable cause, the City reserves the right to terminate the Contract by issuing a written notice to the Successful Proposer which shall take effect immediately or at a time directed by the City. At the City's discretion, a cure period may or not be afforded to Successful Proposer. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the Successful Proposer. In such case, the Successful Proposer shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any

person or entity making a public records request for the information (F.S. 119.01).

WARRANTY - The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Palm Bay by any other provisions of this Proposal.

SPECIAL CONDITIONS

LOCAL PREFERENCE: On October 1, 2009, the City of Palm Bay City Council authorized Resolution #2009-59 which allows for a Local Business Purchasing Preference Policy. The Policy includes:

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 Brevard County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Class A, Class B, or Class C status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A, Class B or Class C Business, with respect to the business's location; and 4) The City may require, at the City's discretion, from a Class A or Class B business, evidence of employee's residency through the production of current Florida Drivers Licenses, copies of Brevard County tax bills; current utility bills (i.e. water, electric), or other type of similar documentation that demonstrates that the employee's residence is physically located within the City of Palm Bay Post office boxes or mail house mailing addresses do not qualify. 5) A Business may receive a conditional classification as a Class A or Class B Business if that Business certifies in writing to the Purchasing Manager that it will meet the requirements of the specific class within three (3) months of being awarded the work.

The term "Budget Cost" shall mean the estimated cost of the project as determined by the appropriate Department Head and certified to the Purchasing Manager after a proposal is submitted to the City but prior to the opening of said proposal. For multi-year agreements, "Budgeted Cost" will be calculated on the actual estimated annual expenditure; for one-time purchases, calculation will be based on the current year budgeted amount.

For purchases in excess of twenty-five thousand dollars (\$25,000) which typically are obtained through a formal competitive request for proposal process, vendors may be given a preference for being a local business. Preferences may be given for purchasing or letting of contracts for

procurement of personal property, materials, certain contractual services, and construction of improvements to real property or to existing structures.

Preferences will be considered after the completion of the final rankings. Preference shall be applied to Businesses as follows:

1. Class A Business - ten percent (10%) preference;
2. Class B Business – seven and one-half percent (7.5%) preference;
3. Class C Business – five percent (5%) preference.

The local preference shall not be applied in the following circumstances:

1. The Business submits a proposal that exceeds the projected Budget Cost;
2. The proposal is in excess of one million dollars (\$1,000,000.00);
3. State or federal law prohibits the use of local preferences;
4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies which prohibit the use local preferences;
5. Emergency purchases;
6. Sole source purchases;
7. Cooperative purchasing agreements or utilization of other agency contracts;
8. Revenue contracts;
9. The Business is determined to be unqualified to perform the work as determined by the City.

STANDARD INSURANCE REQUIREMENTS

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent Successful Proposers, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability, Employers Liability.
- D. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include

Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

REQUEST FOR PROPOSAL TIME LINE

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

Proposal Issue Date	January 7, 2011
Proposal Advertised	January 7, 2011
Deadline for Questions	January 18, 2011
Submission Deadline (RFP Close Date)	January 25, 2011 at 5 pm
RFP Opening Date	January 26, 2011 at 3 pm
City Council Consideration	February 17, 2011

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of more than 107,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

SCOPE OF WORK

The City of Palm Bay is requesting proposals from qualified vendors for the purchase and delivery of decorative coquina boulders for the Basin 3 Channel Project. Product will be ordered as-needed throughout the project. These decorative boulders should be comprised of the following two types: Orange colored coquina and multicolored river boulders.

The proposer must be capable of supplying orange colored coquina boulders and multicolored river boulders that meet the following physical properties: Sound, hard, durable free of open or incipient cracks, soft seams, or other structural defects, while having bulk specific gravity of at least 2.0. The boulders must meet the following gradation requirements of (60 – 70%) for 1' – 2' and (30 - 40%) for 3'- 4'. The selected proposer will be required to provide representative samples of the boulders for the City's inspection and approval prior to ordering and deliver.

The proposer will be required to provide digitally stamped weight tickets for each delivery of boulders, as this will form the basis for determining the amount of materials delivered to the job site. The materials are to be delivered at the job site located along Main Street or at other locations within the city limits.

Proposers shall submit specifications and / or test results as it relates to the Density, Specific Gravity of the materials with their submittal. Photographs of the boulders referencing the various sizes should also be submitted.

This document comprises the complete description of the product for which this RFP has been issued. No commitments for future purchases for this or any other project are implied and responding proposers should not infer any such intentions by the City.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the product required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the product described. Specifically, no additional fees shall be allowed for any additional product or services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions.

PRODUCT DELIVERY

Inspection and acceptance of product shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the city's site.

Proposer shall deliver the product F.O.B. to the location listed on the Purchase Order.

The City requires delivery of product within two (2) days of notification. Time is of the essence in any contract entered into by the City and failure to deliver within the time period shall be considered a default. In case of default, the City may procure the required product from other sources and hold the Proposer responsible for any excess costs occasioned thereby and may immediately cancel any contract entered into that result from this request.

ACCEPTANCE OF PRODUCT

Product will be inspected prior to acceptance for payment. The product provided under this contract shall remain the property of the seller until a physical inspection is made and thereafter accepted by the City. Product must comply with all the terms herein. In the event the product to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Product shall be returned to the seller at seller's expense.

SECTION III

PROPOSAL SUBMITTALS

For the proposal to be considered, they must be received by the City of Palm Bay on or before 5:00 P.M., Tuesday, January 25, 2011.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting at 3:00 P.M. on Wednesday, 1/26/2011.

All Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 32-0-2011/SB Decorative Boulders. Proposer's name and return address must be clearly identified on the outside of the envelope.

Proposer shall submit four (4) complete sets with all supporting documentation:

- o One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink. Submittal will include the cost proposal.
- o Three (3) hard-copies (marked "COPY") without the cost proposal.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

SECTION IV

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, shall be ranked in accordance with the criteria established in these documents. The City will evaluate all responsive and responsible proposals in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 3 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of **4 X's** weighted value of **10 = Maximum of 40-Points**).

Firms submitting the required criteria will have their proposals evaluated by the evaluation committee and scored for the non-price factors to include technical response, qualifications and experience.

Consideration will then be given for the cost proposed. Weights for cost will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

CRITERIA

Proposers shall include the following information in their proposals document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Cover Page: (Non-scored)

Cover Page (Page 1 of the RFP) shall show the request for proposal's subject, title and proposal number; the company's name; the name, address and telephone number of a contact person; and the date of the proposal. The Cover Page shall be signed in blue ink by a person who is authorized to commit the proposer to perform the work included in the proposal.

Tab 1 - Check List of Minimum Requirements: (Non-scored)

The check list which identifies minimum requirements for proposal submittal (Pages 2 & 3 of the RFP) signed in blue ink by an authorized agent, indicating an understanding of response requirements.

Tab 2 – Qualifications & Experience: (maximum 4 X 5 = maximum 20 points)

- Provide a brief discussion about proposer's business history including date company was established, general character of work performed by company and number of employees;
- Indicate the company's background in providing this product (preferably to governmental entities);
- Identify specifically the member(s) of the company who will have primary responsibility for the City's contract. Also indicate all key individuals, and their tasks and/or areas of expertise.

Tab 3- Technical Response & Product Deviations: (maximum 4 X 7.5 = maximum 30 points)

Proposer's ability to meet the technical/product specification requirements of the Request for Proposal shall be included in this section.

- Include specifications and/or test results as relates to the Density, Specific Gravity and Porosity of the materials;
- Include photographs of boulders referencing various sizes;
- Include work plan to deliver product within the two (2) day timeframe the City is requesting;
- Describe in detail any deviations from RFP product specifications (if applicable), these should be shown as an item per item comparison.

Tab 4 – References (Non-scored)

Provide a listing [minimum of three (3)] of comparable client references that are using the company's product and services, (i.e., client name, address, telephone number, contact person and length of time service was provided. (NOTE: The City may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award

Tab 5 - Proposed Cost: (maximum 50 points)

All costs associated with delivering the requested product shall be detailed in the format requested on pages 19 through 20.

Tab 6 - Additional Required Proposal Submittal Forms: (Non-scored)

Proposers Qualification Statement; Identical Tie Proposal Sheet with signature in blue ink (if applicable); Local Preference Certified Statement for Class "A", Class or "B", Class "C" or Class "D"; Business Tax Receipt

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked proposer can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing & Contracts Division to schedule the top ranked firm(s) for oral presentations/interviews.

Formal Oral Presentations/Interviews (If Requested)

The City may chose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held the following guidelines will be used.

The City's Purchasing & Contracts Division will establish the schedule and proposers will be notified approximately seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After clarification is completed, the Committee will re-score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager who will then factor in the points for cost and the local preference percentages where applicable (in accordance with City of Palm Bay Resolution #2009-59 (October 1, 2009). Additional clarification may be requested during this process.

The City will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the City Manager. The City Manager may award the proposal, or if require by ordinance, will review and make a recommendation to the City Council for further action. The City Manager or City Council's (whichever applicable) decision will be final.

SECTION V APPENDIX



**REQUEST FOR PROPOSAL #32-0-2011/SB
DECORATIVE BOULDERS**

**PROPOSALS MUST BE
RECEIVED PRIOR TO 5:00 P.M. ON TUESDAY, 1/25/2011**

**PROPOSAL OPENING (NOTE: NOT SAME AS RECEIPT DATE AND TIME)
3:00 PM ON WEDNESDAY, 1/26/2011**

COST PROPOSAL FORM
RFP NO. 32-0-2011/SB – DECORATIVE BOULDERS
SHEET 1 OF 2

The undersign hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned no later than 5:00 p.m., Tuesday, January 25, 2011, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____	Addendum No. _____, Dated _____
Addendum No. _____, Dated _____	Addendum No. _____, Dated _____

LIMITATION OF LIABILITY STATEMENT – By submitting a Proposal document signed by an authorized agent of the Proposer, Proposer acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability or any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$100.00. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City for any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action, cause, reason or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

 Authorized Signature

 Printed Name & Title

 Company Name

 Date

COST PROPOSAL FORM
RFP NO. 32-0-2011/SB – DECORATIVE BOULDERS
SHEET 2 OF 2

Please note that the estimated quantities listed below are for comparison purposes only (one proposal to another). Orders will be placed on an as-needed basis as the project progresses.

Item #	ITEM DESCRIPTION	EST QTY.	PRICE PER TON	TOTAL PRICE (Qty x Price Per)
1	1' – 2' orange colored coquina boulders	700	\$	\$
2	3' – 4' orange colored coquina boulders	700	\$	\$
3	Delivery cost for orange colored coquina boulders	1	\$	\$
4	1' – 2' multicolored river boulders	700	\$	\$
5	3' – 4' multicolored river boulders	700	\$	\$
6	Delivery cost for multicolored river boulders	1	\$	\$
TOTAL PROPOSAL PRICE				\$

Delivery time after receipt of order _____ days

Do you have a minimum order size? Yes ____ No ____ If yes, what is it? _____ tons

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company Name

 Telephone Number

 Date

 FAX Number

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.
- 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 Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE

COMPANY

DATE

REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name

Contact Name and Title

Address

Phone Number

Fax Number

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

2. Company Name

Contact Name and Title

Address

Phone Number

Fax Number

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

3. Company Name

Contact Name and Title

Address

Phone Number

Fax Number

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

LOCAL PREFERENCE CERTIFICATION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

He/she is _____ of _____,
(Title) (Firm/Company)

has submitted the attached Proposal, and is requesting consideration for the following preference to the Purchasing Manager of the City of Palm Bay. Please review the complete Resolution #2009-59 for more specific details and requirements <http://www.palmbayflorida.org/finance/purchasing/vendor/local.html>

(1) is a **Class A** Business as defined in City of Palm Bay Resolution No. 2009-59. A copy of the City of Palm Bay Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

Firm / Company Name

(2) is a **Class B** Business as defined in the City of Palm Bay Resolution No. 2009-59. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

Firm / Company Name

(3) is a **Class C** Business as defined in the City of Palm Bay Resolution No. 2009-59. A copy of the Brevard County Business Tax Receipt is attached as justification.

Firm / Company Name

(4) requests a **Conditional Class A** classification as defined in the City of Palm Bay Resolution No. 2009-59. Written certification of intent is attached.

Firm / Company Name

(5) requests a **Conditional Class B** classification as defined in the City of Palm Bay Resolution No. 2009-59. Written certification of intent is attached.

Firm / Company Name

(6) is considered a **Class D** Business as defined in the City of Palm Bay Resolution No. 2009-59 and does not qualify for Local Preference consideration. (Notary not required for Class "D")

Firm / Company Name

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his _____ day of _____, 2009.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: