



February 9, 2011

NOTICE TO RESPONDENTS
Addendum No. 1
GVWR WEIGHT CLASSES ONE THROUGH SIX VEHICLES
RFP NO. 0020-11-KR-RC

Please be advised of Addendum No. 1 to the above referenced Request for Proposals as follows:

DELETE, Section 3.3, Tab 5, the second paragraph in its entirety.

CHANGE, Section 3.3, Tab 6 to read:

Service and Maintenance (35 points)

REPLACE, Section 5.0 EVALUATION OF PROPOSALS, Criteria Table with the following:

Criteria	Rating Points
Executive Summary	5
Base Vehicle and Equipment	20
Delivery Schedule	5
Warranty	10
Service and Maintenance	35
Location	10
Minority Business Enterprise Participation	10
Charitable Contributions	5
Cost/Fee Proposal	50
Maximum Points Allowed	150

NOTE, for informational purposes the Pre-Proposal Conference Attendance Sheet is attached to this addendum.

The below acknowledgment form is to be returned with your Proposal.

Should you have any questions concerning the above or related matters, please do not hesitate to contact Kent Rickey at (850) 891-8282 **or through FRS TDD at 711.**

Cathy Davis

Cathy Davis
Manager for Procurement Services

CD/kr

COMPANY NAME

AUTHORIZED SIGNATURE

DATE



February 25, 2011

NOTICE TO RESPONDENTS
Addendum No. 2
GVWR WEIGHT CLASSES ONE THROUGH SIX VEHICLES
RFP NO. 0020-11-KR-RC

Please be advised of Addendum No. 2 to the above referenced Request for Proposals as follows:

- **DEADLINE FOR SUBMISSION OF PROPOSAL HAS CHANGED**
FROM: MARCH 1, 2011 4:30 PM – TO: MARCH 22, 2011 @ 4:30 pm

RFP responses will be received at the Office of the Procurement Services Division, Third Floor, City Hall, 300 South Adams Street, Mail Stop A-28, Tallahassee, Florida 32301

The below acknowledgment form is to be returned with your Proposal.

Should you have any questions concerning the above or related matters, please do not hesitate to contact Kent Rickey at (850) 891-8282 or through **FRS TDD at 711**.

Cathy Davis

Cathy Davis
Manager for Procurement Services

CD/kr

COMPANY NAME

AUTHORIZED SIGNATURE

DATE



March 22, 2011

NOTICE TO RESPONDENTS
Addendum No. 3
GVWR WEIGHT CLASSES ONE THROUGH SIX VEHICLES
RFP NO. 0020-11-KR-RC

Please be advised of Addendum No. 3 to the above referenced Request for Proposals as follows:

- **DEADLINE FOR SUBMISSION OF PROPOSALS HAS CHANGED**
FROM: MARCH 22, 2011 4:30 PM – TO: MARCH 29, 2011 @ 4:30 pm.

Should you have any questions concerning the above or related matters, please do not hesitate to contact Kent Rickey at (850) 891-8280 **or through FRS TDD at 711.**

Cathy Davis

Cathy Davis
Manager for Procurement Services

CD/kr



**REQUEST FOR PROPOSALS
GVWR WEIGHT CLASSES ONE THROUGH SIX VEHICLES
RFP NO. 0020-11-KR-RC**

January 13, 2011

The City of Tallahassee, Florida requests proposals for **GVWR WEIGHT CLASSES ONE THROUGH SIX** Vehicles for the City of Tallahassee].

SECTION 1.0 GENERAL INFORMATION:

The City of Tallahassee area covers 671 square miles serving a population of approximately 260,000.

1.1 General Requirements

- Proposer must provide current reference for dealership that will be servicing the City of Tallahassee
- Proposer shall provide financial certification for dealership that will be servicing the City of Tallahassee
- Proposer shall be a full line dealership of light duty vehicles and equipment.
- ISO 9001 certified dealership in the Servicing of light duty vehicles and equipment is preferred.
- Proposer shall maintain a State of Florida Department of Highway Safety and Motor Vehicles license (if required) as a dealership of Motor Vehicles.
- Proposer shall provide rental and leasing options.

1.2 Equipment

- Proposer shall provide a full line of light duty vehicles.
- Pricing shall not be limited to vehicles and equipment, but must also be extended to individual item sales as well.

1.3 Dealership

- Proposer shall state number of years dealership has been in business
- Proposer shall have an established working dealership with staffed office, parts, and service facilities

SECTION 2.0 STATEMENT OF WORK/SPECIFICATIONS:

2.1 General

It is the intention of the City of Tallahassee to enter into contract(s) with a single or multiple provider(s) for purchases of various classes of vehicles as specified below:

<u>CLASS</u>	<u>GVWR GROUPS</u>
Class 1	6,000 pounds or less
Class 2	6,001 – 10,000 pounds
Class 3	10,001 – 14,000 pounds
Class 4	14,001 – 16,000 pounds
Class 5	16,001 – 19,500 pounds
Class 6	19,501 – 26,000 pounds

A price structure is to be established for vehicles, options, accessories and parts, which the City of Tallahassee may purchase for three years with an option for renewal for an additional three years

All vehicles and equipment furnished shall be manufacturer's latest model. Appurtenances and/or accessories not herein mentioned shall be included, conform to best practice known in design, quality of workmanship and material, and be subject to these specifications in full.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. The units proposed shall meet State of Florida requirements.

All vehicles furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

Manufacturer's Statement of Origin (MSO), title application, invoice and all warranty papers shall be delivered with each vehicle.

Liens and Security Interests: The vendor shall assume full responsibility that all vehicles and equipment delivered to the City is free and clear of all liens and security interests

The successful vendor shall cooperate with the body manufacturer/dealer identified at the time of order (if applicable) to deliver the vehicles and equipment FOB to the City of Tallahassee, Fleet Management, at 400 Dupree Street. There shall be no additional cost to the City of Tallahassee for delivery to 400 Dupree Street or to a pre-determined location. The following meetings shall be held at the City of Tallahassee Fleet Management facilities 400 Dupree Street if requested by the Superintendent Fleet Management for the City of Tallahassee.

- A preconstruction meeting to completely review the specifications and the drawings prior to the vehicle assembly/construction commencing, including an agreement that the price is consistent with the contract and approved by the City of Tallahassee Commission.

- The City will perform a final inspection and full performance test of the vehicle and all integral systems. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The light duty vehicles will not be accepted until the body and/or accessories have been installed and accepted by the City of Tallahassee Fleet Management. It is the City's intent to enter into partnerships with body manufacturers through a later solicitation in which the successful vendor of this contract will have major participation

2.2 **Change Orders**

The vendor shall notify the City, **in writing**, of all Change Orders for every vehicle purchased. Change Orders shall be approved by the City of Tallahassee's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., chassis, chassis components, equipment, equipment components).
- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The City shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: John McIntyre
City of Tallahassee
Fleet Management Department
400 Dupree Street
Tallahassee, Florida 32304

Phone Number – (850) 891-5026
Fax Number ----- (850) 891-5330
Email – John.McIntyre@talgov.com

ATTN: Kent Rickey
City of Tallahassee
Procurement Services
300 South Adams Street
Tallahassee, Florida 32301

Phone Number – (850) 891-8282
Fax Number ----- (850) 891-0966
Email – Kent.Rickey@talgov.com

2.3 **Delivery**

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of light duty vehicles offered by the bidder

The vehicles shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the City that they are in perfect mechanical condition.

2.4 **Acceptance**

Vehicles and equipment will be accepted only after the above requirements for delivery have been met. Delivery of vehicles and equipment to the city does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered vehicles or equipment meet specifications and the conditions listed in the specifications have been met.

Should the delivered vehicles or equipment differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the vehicle provider of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the City a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the City may authorize the recipient to refuse final acceptance of the vehicle and/or equipment in which case the vehicle and/or equipment shall remain the property and the responsibility of the provider and the City shall not be liable for payment for any portion thereof.

2.5 **Deliverables**

Vendor shall include with initial delivery of each model year vehicle the following manuals on CDs:

- A. Three (3) each Technical and Service Manuals.
- B. Three (3) each Parts Manuals.
- C. Three (3) each Operators Manuals.
- D. One (1) copy of manufacturer's preventive maintenance schedule at the time of delivery.

2.6 **Parts**

- A. Bidders shall provide on-line parts ordering
- B. Bidder shall provide consignment parts inventory
- C. Bidder shall maintain adequate parts inventory. All deliveries shall be free of any freight charges.

D. A fixed price for parts shall be provided with the Request For Proposal (RFP) documents (Example: Vendor cost plus %). This shall be included in the context of RFP and not included in the cost proposal. Only **OEM Parts** will be accepted. The following classes shall be used for the sample of parts prices: **Compact Automobile Vehicles 6000 or less and Class 3 Vehicles - 10001 to 14000 pounds.**

- | | |
|------------------------|-----------------------------|
| 1. TIE ROD END | 22. BENCH SEAT (FULL) |
| 2. CENTER LINK | 23. POWER STEERING PUMP |
| 3. FRONT BRAKE PADS | 24. EXHAUST MUFFLER |
| 4. REAR BRAKE DRUM | 25. HEATER CORE |
| 5. U-JOINT | 26. BLOWER MOTOR |
| 6. WATER PUMP | 27. FLOOR MAT (COMPLETE) |
| 7. BELT OR BELTS | 28. WINDSHIELD WIPER SWITCH |
| 8. RADIATOR | 29. WINDSHIELD WIPER MOTOR |
| 9. REAR AXLE | 30. FRONT SPRING |
| 10. DRIVE SHAFT | 31. REAR SPRING |
| 11. REAR WHEEL BEARING | 32. HEAD LAMP SWITCH |
| 12. HUB SEAL (REAR) | 33. TRANSFER CASE ASSEMBLY |
| 13. REAR HUB ASSEMBLY | 34. FRONT BUMPER |
| 14. INSTRUMENT CLUSTER | 35. ENGINE HEAD ASSEMBLY |
| 15. WINDOW HANDLES | 36. FLYWHEEL |
| 16. REAR DIFFERENTIAL | 37. STEERING DRAG LINK |
| 17. ALTERNATOR | 38. FUEL TANK |
| 18. STARTER ASSEMBLY | 39. INJECTOR PUMP |
| 19. HEAD LAMP | 40. MIRROR ASSY. W/BRACKETS |
| 20. A/C COMPRESSOR | 41. EXHAUST MANIFOLD |
| 21. FRONT T/S LENS | 42. SHOCKS |

A detailed cost guide shall be included with a method for tracking, auditing and appreciation schedule.

F. The successful vendor shall be expected to inventory all necessary parts to facilitate the City of Tallahassee's truck/equipment availability. Parts shall be delivered when requested. There shall be no delivery charges. The City will pay overnight or other shipping costs for those non-standard /stocked parts when required (non-standard being defined as any parts not used in the last 90 days).

G Vendor will supply upon request original manufacturer part numbers crossover for parts not manufactured by the equipment manufacturer after the award of contract and prior to the delivery of equipment. A list of recommended OEM replacement parts and optional equipment to include guaranteed delivery time (standard and emergency), guaranteed pricing. Shall include a detail list of all parts and guarantee pricing.

2.7 **Warranties**

Bidder shall provide detailed manufactures warranty information.

A delay in warranty start date is required on all vehicles purchased by the City of Tallahassee. Warranty shall become effective when the vehicle is put into use by the City rather than at time of delivery. Vehicles and equipment must all meet ANSI, SAE and other applicable standards.

Bidder shall provide all warranty and recall service.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective Respondent's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed.

3.3 Respondent's shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL

Do not include any vehicle pricing in any part of BINDER 1.

Include all parts and service pricing.

TAB 1 - EXECUTIVE SUMMARY (5 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Base Vehicle and Equipment (20points)

Vendor shall enclose a complete description of vehicle construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of each cab and chassis proposed. These specifications should include size, type, model and make of all component parts and equipment. Include a recommended part list. Include copy of ISO 9001 certification in Design, Manufacture and Servicing of light duty vehicles. Creativity shall be welcomed and considered in awarding points.

TAB 3 – LOCATION (10 points)

Provide a description of the firm's local (Florida) presence, including local offices, personnel, clients, etc.

Location	Rating Points
Within Leon, Wakulla, Gadsden, or Jefferson County - Firm's Home Office or Branch Office that will complete at least sixty percent (60%) of the work by total fees.	10
Within Leon, Wakulla, Gadsden or Jefferson County - Branch Office/Joint Venture with Local Firm with a least twenty-five percent (25%) of the work by total fees.	8

TAB 4 –Delivery Schedule (5 points)

Vendor shall enclose detail delivery schedule. Creativity shall be welcomed and considered in awarding points.

TAB 5 –Warranty (10 points)

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealers names and locations. Creativity shall be welcome and considered in awarding points. Extended warranty prices and conditions should be included in this section.

The City of Tallahassee is interested in having a manufacturer trainer technician located in the facilities at 400 Dupree Street. Please include in this section proposals for this activity.

TAB 6 – Service and Maintenance (40 points)

All parts and service related issues should be considered in this tab. Include copy State of Florida Department of Highway Safety and Motor Vehicles License as a dealership of Motor Vehicles.

The City of Tallahassee is interested in having a manufacturer trainer technician located in the facilities at 400 Dupree Street. Please include in this section proposals for this activity.

Service

- Technicians shall be employees of the manufacturer or dealership. No subcontractors will be allowed.
 - Proposer shall provide loose equipment mounting service
 - Proposer shall state level of shop capability and types of service provided
 - Proposer shall provide examples of preventive maintenance programs provided by the dealer
 - Proposer shall provide fixed and hourly cost of service provided by factory and dealer.
 - All parts related issues shall be included in this section including parts pricing.
- Creativity shall be welcomed and considered in awarding points.

TAB 7 – MBE PLAN & MBE CERTIFICATION (10 POINTS)

- a. Present a narrative description /Plan of how the MBE goal of 12.5% fee participation will be met or exceeded during the course of this project. This Plan should explain the work scope designated for each MBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan (2 Pages Maximum for Plan).
- b. For each MBE firm on your team, include Attachment B (MBE Utilization Form) along with their Certification documents.
- c. If there are no MBE firms on your team, complete the Determination of Good Faith Effort (Attachment C) and include in TAB 7. The MBE submission requirements are detailed in Section 9.12 of this RFP.

TAB 8 CITY OF TALLAHASSEE DOCUMENTS

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – Included in Tab 7
- Attachment C – Included in Tab 7
- Attachment D – Charitable Contributions Form
- Federal IRS Form W-9

BINDER 2 - FEE PROPOSAL (50 Points)

In a separate, sealed envelope, provide an ORIGINAL, so identified and five (5) complete copies of your proposed cost for vehicles defined herein for the term of the contract. **All Proposers are asked to give costs of their base vehicles with automatic transmissions, air conditioning, heater, AM/FM radio, and Vehicle Tag & Title Registration Fee (\$51.85 per vehicle).** All vehicle and equipment prices are to be FOB, City of Tallahassee, Fleet Division, and 400 Dupree Street, Tallahassee, Florida.

The Seller shall state any discounts to apply for early payment.

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

Vendor shall state price for each vehicle in **TAB 2 – Base Vehicle And Equipment** (Discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts). Discounts shall be shown as a percentage off manufacturers list price at the time of order. Current list price catalogs shall be included in this section.

3.4 Proposals shall be Submitted as follows.

3.4.1 All proposals must be delivered to the City of Tallahassee at the address below no later than **4:30 P.M. ET on March 1, 2011**. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

Please mark **six (6)** copies of the written proposal envelope(s) as follows:

Written Proposal

Do Not open Until 4:30 P.M. ET, _____

Request for Proposal No. 0020-11-KR-RC

Please mark six (6) copies of the cost proposal envelope(s) as follows:

Cost Proposal

Do not open Until Qualified.

Request for Proposal No. 0020-11-KR-RC

Please address the mailing envelope(s) as follows:

City of Tallahassee
Procurement Services Division
City Hall, 300 South Adams Street
Tallahassee, FL 32301

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

3.4.3 ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT. The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Respondent. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

3.4.5 The City shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondent's are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP	January 17, 2011.
Deadline for requests for clarification, questions, etc. (Responded to by City as addendum if necessary).....	February 11, 2011.
Deadline for submission of proposal	March 1, 2011
Presentations if applicable	March, 2011.
Anticipated Selection.....	April, 2011
Anticipated Contract Award.....	Summer, 2011

SECTION 5.0 EVALUATION OF PROPOSALS

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Rating Points
Base Vehicle and Equipment	20
Delivery Schedule	5
Warranty	10
Service and Maintenance	40
Location	10
Minority Business Enterprise Participation	10
Charitable Contributions	5
Cost/Fee Proposal	50
Maximum Points Allowed	150

As part of the evaluation process, shortlisted Respondent's may be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

6.1 The City reserves the right to incorporate the successful firm's proposal into a three to five year range contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the City's web site at <http://talgov.com/citytlh/service.html>. Select Business Services, Bid Information.

SECTION 7.0 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Kent Rickey, Purchasing Agent

TELEPHONE: (850) 891-8282 OR (850) 891-8280 (Central Desk)

E-MAIL: kent.rickey@talgov.com

FACSIMILE: (850) 891-0966

PROCUREMENT SERVICES DIVISION, CITY HALL

300 SOUTH ADAMS STREET, TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request For Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the Request For Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 EQUAL OPPORTUNITY AGREEMENT

9.1.1 In connection with work performed under a City of Tallahassee contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

9.1.2 By submitting a proposal in response to this solicitation, the Respondent agrees to –

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

9.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), 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 a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public

entity crime applicable to that person or to an affiliate of that person.

9.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 ISSUANCE OF ADDENDA

9.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

9.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT:

9.5.1. Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

9.5.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

9.6.1 Contractor shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

9.6.2 Other Insurance Provisions

9.6.2.1 *Commercial General Liability and Automobile Liability Coverage's*

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 *All Coverage's*

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

9.6.2.4 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 *Verification of Coverage*

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

9.6.2.7 *Subcontractors*

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

9.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Vida Addison, **PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8289, or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

9.8 CONFIDENTIALITY

9.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute.

Should a Respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 9.8.2 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, City, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

9.9 GRIEVANCE PROCEDURE

- 9.9.1 Right to Protest. Any prospective bidder, or Respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or Respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

9.9.2 Filing a Protest. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day.

Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

9.9.3 Protest Bond. Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If the decision of the Protest Committee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Protest Committee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest

9.9.4 Stay of Procurement During Bid Protest
In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the Protest Committee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

9.9.5 Additional Information
For additional information concerning protest procedures, vendors may request a copy of the City's Purchasing Policy & Procedures manual Section 12.0.

9.10 CHARITABLE CONTRIBUTION PREFERENCE

In accordance with Section 2-92, City of Tallahassee Code, Ordinance #06-0-47AA, Respondents may qualify for a preference under this solicitation based on contributions made to health and human services agencies, which are qualified as such by the United Partners for Human Services, or the local United Way. To qualify, the contribution(s) must have been made within the twelve-month period preceding the date proposals are due to be submitted and must be certified, on the form provided by the City, by the receiving agency. Vendors shall provide copies of all applicable contribution letters with each proposal. No preference shall be given to a Respondent that does not receive a minimum number of points for compliance with the applicable MBE policy provisions. Refer to the cited ordinance for further details.

Bid Levels	Donation Value	Bid Preference	RFP Bonus Points
\$10,000 - \$25,000	\$1,000	5%	5
	\$800	4%	4
	\$600	3%	3
	\$400	2%	2
	\$200	1%	1
\$25,001 - \$50,000	\$2,500	5%	5
	\$2,000	4%	4
	\$1,500	3%	3
	\$1,000	2%	2
	\$500	1%	1
\$50,001 - \$100,000	\$5,000	5%	5
	\$4,000	4%	4
	\$3,000	3%	3
	\$2,000	2%	2
	\$1,000	1%	1
\$100,001 - \$250,000	\$10,000	5%	5
	\$8,000	4%	4
	\$6,000	3%	3
	\$4,000	2%	2
	\$2,000	1%	1
\$250,001 - \$500,000	\$25,000	3%	5
	\$20,000	2%	2
	\$15,000	1%	1
Over \$500,000	\$50,000	2%	5

9.11 PRE-PROPOSAL CONFERENCE

9.11.1. A Mandatory Pre-Proposal Conference will be held:

February 1, 2011

10:00 a.m. LOCAL TIME

3rd Floor, City Hall

300 South Adams (Conference Room 3B)

Tallahassee, Florida

9.11.2 This is a mandatory meeting. Therefore, prospective Respondents MUST attend this conference in order to qualify as a Respondent.

9.11.3 The purpose of the pre-proposal conference is to provide Respondents with detailed information concerning this solicitation and to address questions and concerns.

Representatives from the Minority Business Office, Procurement Services Division, and Fleet Management Division will be present to address questions concerning minority business participation, proposal submittal requirements, and technical scope of work, respectively.

- 9.11.4 Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract, constitute grounds for a claim of any kind after contract award.
- 9.11.5 Public parking is available in Kleman Plaza garage, directly behind City Hall. Because of building security, all visitors conducting business at City Hall must utilize the main entrance on Adams Street. All visitors to this conference will be required to pass through security check. Before proceeding to the scheduled conference location, you will be required to obtain a VISITOR pass. Be prepared to present valid identification and sign-in at the security desk. The security measures will take few minutes. Please plan accordingly to arrive on time.

9.12 MINORITY BUSINESS PARTICIPATION

MBE participation shall be a selection criterion in the RFP evaluation /scoring process.

- 9.12.1 It is the goal of this Project to have a minimum 12.5% MBE participation. The Vendor shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:
 - 9.12.1.1 An explanation / narrative of how the goal of 12.5% MBE participation shall be met for this contract.
 - 9.12.1.2 List of the locally certified MBE firms that will be utilized on this contract including the services they are to provide.
 - 9.12.1.3 The methodology for monitoring the MBE participation on a continuing basis.
 - 9.12.1.4 If no suitable MBE participation can be found, the vendor must demonstrate a Good Faith Effort was made to identify a suitable MBE and Attachment C will need to be included in the RFP Response.
- 9.12.2 Good Faith

Failure to submit the MBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MBE portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

9.12.3 **As part of the RFP Evaluation process, a total of 10 points may be awarded for MBE participation: 5 points for the MBE plan and 5 points for utilizing a certified MBE firm(s).** The City's MBE Office will evaluate the MBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.

Attachment B must be submitted for each MBE firm proposed, as supporting documentation to the MBE Certification. NOTE: When submitting the MBE Utilization Form, **ensure** all proposed MBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MBE vendor **will not be considered** in the MBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.

9.12.4 An MBE directory is available from the City of Tallahassee website at <http://www.talgov.com/economic/pdfs/directory.pdf> or Leon County's website at <http://www.leoncountyfl.gov/mbe>. Information found at these websites may not be up-to-date.

9.12.5 Should you have any MBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington of the City of Tallahassee's Minority Business Enterprise Office at (850) 891-8184.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Respondent must complete Federal Form W-9 and submit it with their proposal in Tab 7.
The form may be downloaded from the Internal Revenue web site at www.irs.gov.

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____



**ATTACHMENT B
MBE UTILIZATION FORM**

Respondent: _____

Address: _____

Phone: _____ - _____ - _____ RFP Number _____

RFP Name: _____

MBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MBE Sub-Contractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-contractor a certified MBE? Yes No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: _____ %

Percentage amount of contract with sub-contractor/supplier: _____ %

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

- Best time to reach you by phone (MBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the Respondent selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the Respondent to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)**

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>MBE Firm</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Whether the Respondent considered all quotations received from MBE's and for those quotations not accepted, the Respondent should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a Respondent's failure to meet project goals. (15 POINTS)**

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

<u>Name of MBE</u>	<u>MBE's Quote</u>	<u>Name of non-MBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. **Whether the Respondent provided interested MBE's assistance in reviewing the contract plans and specifications. (5 POINTS)**

Name the MBE firms provided assistance and describe how your firm provided such assistance.

6. **Whether the Respondent assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)**

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

7. **Indicate whether the Respondent has utilized MBE subcontractors on City, or other local, contracts within the past six months. (10 POINTS)**

<u>Project Name</u>	<u>MBE Firms Used</u>	<u>Dollar Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. **Whether the Respondent advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)**

List which papers carried your ad and attach a copy of the ad.

9. **Written documentation that the Respondent contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)**

List minority/women organizations contacted.
(A minimum of two organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts. **(5 POINTS)**

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

CITY OF TALLAHASSEE
CHARITABLE CONTRIBUTION VERIFICATION

This form is offered as verification that the Vendor named below made the contribution detailed below to the non-profit Organization named below. In accordance with City Ordinance No. 060-47AA, this form, once fully executed by both parties, and certified by United Partners for Human Services shall be submitted by the Vendor with their bid/proposal in order to receive consideration for charitable contribution under the ordinance.

By our signatures below, we certify that _____
Name of Vendor

Made a contribution to _____
Name of Organization

The donation was _____
Describe the Type of Donation

and was valued ^(A) at \$ _____ and was given on _____
Specific Date (D/M/Y)

(A) For donations of products and/or services, the Vendor is required to receive two independent quotes that value the donation.

By signing below, both the Vendor and the Organization certify that:

1. The donation transaction is complete and was completed not more than 12 months prior to the date/time for receipt of bids/proposals.
2. For donations of products and/or services, the value of the donation was documented by two independent quotes provided by the Vendor and that the Organization reviewed those quotes and certifies that the value above is accurate.

Name of Vendor's Representative (print) Signature/Date

Name of Organization's Representative (print) Signature/Date
(Not Applicable for United Way Contributions)

In order for this contribution to receive consideration by the City of Tallahassee, it must be signed by a representative of United Partners for Human Services (UPHS) **OR** an United Way Representative.

Name of Representative/Title (print) Signature/Date

FOR COT OFFICIAL USE ONLY

Check One: ___ One-Time Purchase ___ Term Contract ___ Extension of Contract ___ Agent's Initials ___
Preference given: ___ points/percent out of a total of ___ points/percent; MBE Goal Meet: ___ Yes ___ No ___ N/A
Vendor awarded contract/extension: Yes or No (Circle One); Approval Level: _____ Date: _____