



**CITY OF LAKE CITY
RFP-023-2008**

**Design and Construction of
Historical Downtown District Sign**

**DATE OF PUBLIC OPENING:
SEPTEMBER 30, 2008 @ 4:15 P.M.**

**MANDATORY PRE-BID CONFERENCE
SEPTEMBER 18, 2008 @ 11:00 A.M.**

LOCATION FOR PUBLIC OPENING AND MANDATORY PRE-BID CONFERENCE

**City Hall
Council Chambers
2nd Floor
205 North Marion Avenue
Lake City, FL 32055**

<http://www.lcfla.com/purchasing.htm>

All responses must be date and time stamped received no later than 4:00 P.M. on, September 30, 2008 by the City of Lake City to be considered responsive.

**REQUEST FOR PROPOSALS FOR
CITY OF LAKE CITY
DESIGN AND CONSTRUCTION OF HISTORICAL DOWNTOWN DISTRICT SIGN**

Sealed proposals will be received by the City of Lake City Purchasing & Contracting Department located in City Hall, 205 N Marion Avenue, Lake City, Florida 32055, **until September 30, 2008, by 4:00 P.M.** The same day, at 4:15 P.M. (EST) all responses will be publicly opened and acknowledged in the Council Chambers, 2nd floor City Hall. The City of Lake City reserves the right to accept or reject any or all proposals, in part or total and to waive any minor informalities, as deemed in the best interest of the City. No faxed or telecommunicated proposals will be accepted. It is the sole responsibility of the respondent to see that the company's proposal is in the hands of the City of Lake City Purchasing & Contracting Department, stamped and dated before the due date and time indicated herein. The City is not responsible for responses lost or delivered to the wrong location. Solicitation documents may be obtained at the Purchasing & Contracting Department located in City Hall, 205 N Marion Avenue, Lake City, FL 32055. There will be **no communication**, written or verbal, with any City employee, Elected Official, Board Member, or City representative during the course of this solicitation other than through the Purchasing & Contracting Department. Any questions must be submitted in writing to the Purchasing & Contracting Department who will obtain the answers and issue in the form of addenda. Failure to have all information as requested may cause the respondent to be rejected. **Any and all addenda are to be signed and returned with the original response to be considered responsive.**

A MANDATORY PRE-BID MEETING will be held on September 18, 2008 at 11:00 A.M. in the City Council Chambers located in City Hall, 205 N Marion Avenue, 2nd Floor, 205 N Marion Avenue, Lake City, Florida 32055. Failure to attend the mandatory pre-bid meeting will result in proposal not being accepted.

It will be the sole responsibility of the offeror to contact the Purchasing & Contracting Department, located within City Hall, prior to submitting proposals to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

City of Lake City
Purchasing & Contracting Department
205 N Marion Avenue
Lake City, FL 32055

(386) 719-5816 or (386) 719-5818
<http://www.lcfla.com/purchasing.htm>

Qualified firms desiring to provide the required signage must submit one (1) original clearly marked "original" and six (6) copies clearly marked "COPY".

ALL PROPOSALS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE NAME OF COMPANY OR INDIVIDUAL SUBMITTING PROPOSAL, PROPOSAL NAME & NUMBER, TIME AND DATE OF THE PROPOSAL OPENING.

Scott Reynolds, City Manager: _____

Posted on DemandStar: September 5, 2008

Advertised in Lake City Reporter: September 9, 2008

Advertised LCCC

Advertised <http://www.lcfla.com/purchasing.htm>

SCOPE OF WORK:

The City of Lake City is soliciting proposals for the Design and Installation of a Historical Downtown District Sign with LED display which will be located on the NE corner of US Hwy 90 and US 441 North (Marion Avenue), Lake City, Florida. The proposal must be a turn-key operation consisting of design, engineering, drawings, construction plans, permitting, and construction. Photographs of possible similar signage expressing the Committee’s ideas are included.

SELECTION COMMITTEE MEMBERS:

Steve Baltzley	Contract Manager, Gas Utility Director
Larry Lee	Growth Management Director
Jackie Kite	Downtown Redevelopment Director
Zack Mears	IT Director
Jeff Bertram	Downtown Redevelopment Committee Member
Debbie Garbett	Purchasing Director (non-voting)

The Committee may request that each short-list firm make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the proposals shall be borne by the proposed. After presentations and interviews have been completed, the Committee will rank the responses.

The Committee will make the final selection based upon those recommendations and will negotiate a contract with the top ranked firm. Should the City be unable to negotiate a satisfactory contract that is competitive, reasonable, and adequate; negotiations with that firm shall be terminated and the City shall proceed to negotiate a contract with the number two ranked firm and so on.

The negotiated contract is presented to City Council for final approval.

1.	ADVERTISEMENTS, Lake City Reporter (local newspaper) Demandstar, LCCC (Community College TV channel) http://www.lcfla.com/purchasing.htm (City of Lake City website)	9/9/2008
2.	MANDATORY PRE-BID MEETING	9/18/2008
3.	RESPONSES DUE TO PURCHASING & CONTRACTING	9/30/2008
4.	SELECTION COMMITTEE RANKING MEETING	10/03/2008
5.	COUNCIL APPROVAL	10/20/2008

ALL TIMES, ACTIONS AND LOCATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

EXAMINATIONS:

Bidders must carefully examine the documents and (when applicable) the site and plans to obtain firsthand knowledge of existing conditions. Extra payments may not be allowed for conditions which can be determined by examining the site and documents.

BASIS OF PROPOSALS:

The words “BID” and “PROPOSAL” shall be interpreted to mean the same for the duration of these specifications, terms and conditions. No segregated bids or proposals, or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the vendor to advise the Purchasing & Contracting Department of any language, requirements, etc. or any combination thereof, which may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least 40 working hours (5-working days) prior to opening date and time of the bid/proposal.

MODIFICATIONS AND WITHDRAWALS:

Offeror’s may withdraw proposals at any time before public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING.**

AGREEMENT:

The resulting AGREEMENT or CONTRACT, including the General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All changes must be submitted to the City in writing, and approved by the City Council prior to taking effect.

ACCIDENT AND CLAIMS:

The contractor shall be held responsible for all accidents and shall indemnify and protect the City from all suits, claims and actions brought against the City and all costs for liability to which the City may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work.

LAWS AND REGULATIONS:

The contractor at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and hold harmless the City of Lake City against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

SITE VISIT:

It is recommended that vendors visit the site to become familiar with existing conditions prior to submittal of their proposal. Proposers are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms and conditions of this solicitation or proposed contract constitute grounds for a claim of any kind.

COMMUNICATIONS:

There will be **NO FURTHER COMMUNICATIONS**, by any means, verbal or written, with any City employee, elected official, or representative of the City of Lake City during the course of this bid/proposal until the Council makes the award. Any communications shall be made via fax, 386-755-6112, or e-mail, purchasing@lcfla.com, to the Purchasing & Contracting Department. When questions arise that may affect the proposal the answers will be distributed in the form of addenda and posted on DemandStar. No questions will be addressed within 40 working hours (or five (5) business days) from date and time of the public opening of the proposal. All rules pertaining to addenda will apply to any written questions and answers. **ANY ADDENDA MUST BE SIGNED AND ADDED TO YOUR RESPONSE TO BE CONSIDERED RESPONSIVE.**

SUB-CONTRACTORS:

If applicable, provide a list of sub-contractors with proposal. If requested by the City the successful Contractor must provide proof of insurance for all sub-contractors.

INSURANCE:

Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.

Statutory Workers Compensation insurance as required by the State of Florida.

Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

SUBMITTAL:

Submit your response in a sealed envelope. Identify the envelope with:

**NAME OF COMPANY OR INDIVIDUAL SUBMITTING PROPOSAL
BID/PROPOSAL NAME
BID/PROPOSAL NUMBER
PLACE AND TIME OF PUBLIC OPENING**

An original plus six (6) copies of your qualifications must be sealed and plainly marked on the outside of the envelope with the Name of Company or Individual submitting proposal RFP-023-2008, Design and Construction of Historical Downtown District Sign, September 30, 2008 @ 4:00 P.M. Proposals must be addressed to the following:

**City of Lake City
Purchasing & Contracting Department
205 N. Marion Avenue
Lake City, Florida 32055**

Submit proposals in accordance with the instructions listed herein regarding time, place and date. Responses received after the time requirement will NOT be opened, and will NOT be considered for award. It is the sole responsibility of the bidder to be sure his/her response is in the hands of the City of Lake City Purchasing & Contracting Department by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

THE CITY OF LAKE CITY IN NO WAY TAKES RESPONSIBILITY FOR ANY EXPENSES INCURRED BY ANY BIDDER IN THE COURSE OF RESPONDING AND/OR PRESENTING THIS BID/PROPOSAL.

EVALUATION OF PROPOSALS:

Proposals will be evaluated in accordance with the following Evaluation Criteria:

CRITERIA	RANKING POINTS
Project Design	0 – 20
Cost	0 – 15
Quality of material	0 – 10
Business within 100 mile radius	0 – 10
Prior projects/references	0 – 10
Length of time in business	0 – 10
Able to meet time constraints	0 – 10
Licensed contractor	0 – 10
*Certified minority business	0 – 5
Total	0 – 100 points

- * 51% minority owned with certificate – 3 points
- * 100% minority owned with certificate – 5 points
- *0% minority 0 points

Final rankings will be summarized and a recommendation will be presented to the City Council for approval and authorization to negotiate with approved selected firm. Selected firm will be notified if presentations or interviews are required. The City desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone.

SIGNATURE SHEET

**City of Lake City
RFP-023-2008: Design and Construction of Historical Downtown District Sign**

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my proposal accordingly. I have submitted all documentation required.

Company Name: _____

Principal Location of the Company: _____

Authorized Principal in Charge of Project: _____

Type or print name as signed above: _____

Direct telephone: (_____) _____

Fax Number: (_____) _____

Cell Phone: (_____) _____

Email Address: _____

Local Location if different from above: _____

Authorized Person in Charge of Project at this Location: _____

Signature: _____

Type or print name as signed above: _____

Direct telephone: (_____) _____

Fax Number: (_____) _____

Cell Phone: (_____) _____

Email: _____

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. _____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who
after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20__.

Notary Public, State of Florida My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

Authorized Signature

Date Signed

State of Florida
County of _____

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

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

REFERENCES

As per the General Specifications Section, below is a list of at least five (5) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

- 1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
- 2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
- 3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
- 4. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
- 5. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.







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