

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **R F P 2004-002 Citizen Survey**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Purchasing Office
100 N Alaska Avenue
Kissimmee, FL 34741**

And time stamped on or before 2:00PM August 17, 2004.

- IV. All proposals shall be opened and read publicly in the Central Services Conference Room, 100 N Alaska Avenue, Kissimmee, Florida at 2:30PM August 17, 2004.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Bidders desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Ted A. Braitsch
Purchasing Agent

General Requirements:

- 1.1 BID PREPARATION:** Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures, or other changes must be initiated by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.
- 1.2 SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidders name and address and bid number plainly marked on the exterior of the envelope. Facsimile or telegraphed bids will not be accepted.
- 1.3 PRICING:** The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.
- 1.4 DELIVERY:** Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.
- 1.5 DEFAULT:** Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.
- 1.6 LATE BIDS AND WITHDRAWAL OF OFFERS:** No offer will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.
- 1.7 DISCOUNTS:** Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.
- 1.8 BID EVALUATION AND AWARD:** All offers received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee. The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgement, best services the interest of the City of Kissimmee. Bidders are cautioned that no communication with any City of Kissimmee involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).
- 1.9 BILLING AND PAYMENT:** The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 N. Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.
- 1.10 SAMPLES:** The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidders expense. The City of Kissimmee will not be held liable for any sample provided.
- 1.11 SILENCE OF SPECIFICATIONS:** The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new,, unused, the latest model in production, and in compliance with the enclosed specifications.
- 1.12 USE OF BRAND NAMES:** Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.
- 1.13 WARRANTY:** All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.
- 1.14 ADDENDUMS:** In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.
- 1.15 BIDDER'S CERTIFICATION:** By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:
- He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
 - That the bidder has not divulged or discussed his offer with other bidders.
 - Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
 - No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.
- 1.16 "NO BID" RESPONSE:** Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.
- 1.17 SICOP:** The City of Kissimmee participates in a Six County Purchasing Cooperative (SICOP). All bidders awarded contracts from this bid are encouraged to permit other active members of SICOP to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.
- 1.18 PROTEST:** Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the Purchasing Office, City of Kissimmee, 100 N. Alaska Avenue, Kissimmee, FL 34741. Notice of decision or intended decision concerning a bid solicitation or award will be given by posting the bid tabulation or recommended award at the location where the bids were opened. Failure to file a protest within the time prescribed in S.120.53(s), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications of this solicitation may be addressed in writing, not less than ten (10) days before the scheduled bid opening, to City of Kissimmee Wayne Larson PIO Department 101 N. Church Street , Kissimmee, Florida 34741 (407) 518-2314.

Questions of a non-technical nature regarding the general or special conditions of this solicitation should be addressed in writing, not later than ten (10) days prior to the bid opening date to the Purchasing Agent - Ted Braitsch, City of Kissimmee, 100 N. Alaska Avenue, Kissimmee FL 34741, (407) 518-2510.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

3.0 SCOPE OF SERVICES: The City is looking to conduct a telephone survey of a representative sampling of City residents regarding City services. Guidelines for the survey are as follows:

A. The vendor will use a database to ensure multifamily housing units have an equal chance of being selected. The database must be capable of sorting to reflect the ethnic characteristics of the City population.

B. Vendor will randomly select 5,000 Kissimmee residents from the database. Note: Some zip codes are listed as "Kissimmee" for postal uses, and may be a residence outside the official city limits. Residential addresses may more accurately confirm residential status.

C. Vendor will pre-sort the 5,000 names to mirror the City of Kissimmee's ethnicity:
67% - White
42% - Hispanic
10% - Black
5% - Two or more races
3% - Asian

D. The vendor will complete 400 random telephone surveys. The respondent totals will mirror the City's ethnicity.

- E.** The survey questions will not exceed 49 total questions. The city will consult with vendor on the development of questions. This includes confirming a respondent's use of a City service before proceeding with questions associated to that service.
- F.** The vendor will make three attempts to contact selected respondent before eliminating them from the list.
- G.** The vendor will use bi-lingual surveyors, as the City's population consists of a high percentage of Spanish-speaking residents.
- H.** The vendor will attend two City Commission meetings to discuss methodology and proposed questions prior to implementing the survey, and to provide input on the results upon completion of the survey. Meetings are held Tuesdays at 6:00pm, at Kissimmee City Hall.
- I.** Vendor will tabulate results of the survey and provide the City two forms of a final report:
 - 1. (25) bound hardcopies
 - 2. One PDF format in CD
- J.** Response Requirements: All proposals are due not later than 2:00pm August 17, 2004 at the City of Kissimmee Purchasing Office. Proposals will be opened and available for public review at 2:30pm August 17, 2004. Responses should include 1-5.
 - 1. Brief (no more than one page) company background.
 - 2. Describe proposed methodology to achieve the City's desired results, including identifying the source database the vendor will use.
 - 3. Details on proposed resources to implement survey, including any sub-contractors.
 - 4. Proposed costs must be all-inclusive of services and fees associated with the project. The schedule of offers should be first page of the response.
 - 5. Three references of pervious clients, preferable municipal/government clients.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ***
RFP2004-002**

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract, or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Citizen Survey	\$ _____

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer)

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

NOTICE

RFP2004-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Purchasing Office
City of Kissimmee
100 N Alaska Avenue
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks: _____

Signature _____

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids 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 prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature