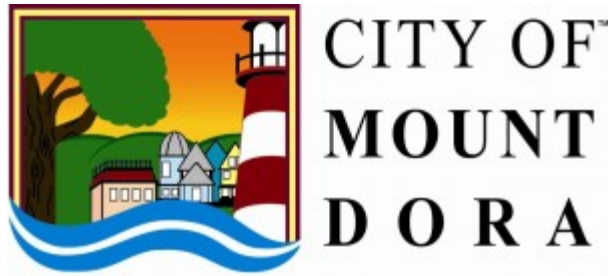


# Invitation to Bid

NUMBER  
ITB# 19-PW-013



**City of Mount Dora**

## **Furnish & Install of Library Shelving & Circulation Desk**

*Marilyn Douglas  
Purchasing Manager*

## LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Bids for **ITB# 19-LS-013-Furnish & Install of Library Shelving & Circulation Desk**. Bids will be received until **2:00 pm on March 22, 2019** by the Purchasing Department, City Hall, at 510 North Baker Street, Mount Dora, FL 32757.

### **ITB# 19-LS-013 “Furnish & Install of Library Shelving & Circulation Desk**

A pre-bid conference is not applicable for this solicitation.

A  non-mandatory  mandatory pre-bid/pre-proposal conference will be held only once **February 22, 2019**, commencing promptly **at 10:00 am** in the W.T. Bland Public Library (Children’s Library Area), 1995 N. Donnelly Street, Mount Dora, FL 32757

If this pre-bid conference is denoted as “Mandatory”, prospective proposers must be present in order to submit a bid response.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: [www.cityofmountdora.com](http://www.cityofmountdora.com) and also posted in the Lobby of City Hall.

Please be advised that dates, time, and locations are subject to change and will be posted in the Lobby of City Hall.

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## 1) INTRODUCTION/OVERVIEW

### A) Purpose/Objective

The City of Mount Dora has issued this Invitation to Bid (hereinafter, “ITB”) with the sole purpose and intent of obtaining bids from interested and qualified vendors offering to provide Children’s Library Shelving and Circulation Desk, in accordance with the specifications stated and/or attached herein/hereto. The successful bidder will hereinafter be referred to as the “Vendor”.

If awarded, a contract to provide this equipment will be effective on the date such contract is approved by the City of Mount Dora, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this ITB, an award, if made, will be made to the best overall bidder(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this ITB. The City will not use any other factors or criteria in the evaluation of the bids received.

### B) Background

The City serves an area of 11 square miles with a population of approximately 13,949. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Mount Dora’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be viewed on [www.cityofmountdora.com](http://www.cityofmountdora.com). The City of Mount Dora is exempt from any and all state, local and federal taxes.

### C) Inquiries

Direct questions related to this ITB to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: [Finance-Purchasing@cityofmountdora.com](mailto:Finance-Purchasing@cityofmountdora.com). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Bidders must clearly understand that the only official answer or position of the City will be the one stated in writing from the City of Mount Dora Purchasing Office. All questions asked, along with the answers rendered will be electronically distributed to vendors registered for this solicitation and additionally posted on the City website ([www.cityofmountdora.com](http://www.cityofmountdora.com)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)).

**D) Method of Source Selection**

The City is using the Bids methodology of source selection for this procurement, as authorized by Resolution 2018-127 establishing and adopting the City Purchasing Policy. Each Bid will be reviewed to determine if the Bid is responsive to the ITB. Bids deemed to be non-responsive may be rejected. A responsive Bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact consideration of a Bid. Respondents who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E) Pre-Bid Conference**

**Pre-bid Conference**

A pre-bid conference is not applicable for this solicitation.

A  non-mandatory  mandatory pre-bid conference will be held on **February 22, 2019, commencing promptly at 10:00 AM**, and will be held in the Children’s Library area at the **W.T. Bland Public Library located at 1995 N. Donnelly St., Mount Dora, Florida 32757**.

If this pre-bid conference is denoted as “Mandatory”, prospective bidders must be present in order to submit a bid response.

**F) Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the ITB process.

| Event                                      | Date                   |
|--|------------------------|
| ITB Notice                                 | 02/08/2019             |
| Pre-Bid Meeting                            | 02/22/2019 at 10:00 am |
| Last Date for Receipt of Written Questions | 03/08/2019 at 4:00 pm  |
| Addendum Issued (If Applicable)            | 03/14/2019             |
| Bid Opening Date                           | 03/22/2019 at 2:00 pm  |
| Notice of Recommendation                   | 03/27/2019             |
| City Council Meeting Date                  | 04/16/2019             |

## **2) GENERAL DESCRIPTION AND SPECIFICATIONS**

### **SCOPE OF WORK**

The W.T. Bland Public Library Children's Library is a current 2,000 sq. ft. contained space, holding approximately 17,000 items. This project, within the Children's Library area, includes the furnishing and installation of new shelving, both free standing (floor) and wall mount along with a new circulation desk and book truck (large wooden box that is open on top and on wheels so patrons can drop their books into and staff can wheel it around and re-shelve those books). Work shall also include the demolition, removal and disposal of existing shelving.

### **MINIMUM CONTRACTOR/INSTALLER QUALIFICATIONS**

Bidders shall have a minimum 5 years of experience specifically with the installation of public library shelving systems.

Bidder will be required to provide a list of no less than three (3) PUBLIC LIBRARY shelving projects completed by the bidder within the last 5 years using the same manufacturer and materials that the Bidder is proposing in this response. The references will be used to determine quality, reliability, dependability, consistency, safety and overall satisfaction levels exemplified by the bidder. Provide library name, address, and contact name/email/telephone

### **MATERIAL QUALITY**

Successful bidder shall furnish items made by a manufacturer regularly engaged in the production of high quality library furniture and shelving of the type described in the specifications. All such manufacturers shall have been in this business a minimum of five (5) years' and must have trained, experienced personnel and equipment capable of producing the quality and quantity of furniture and shelving required. In order to ensure the level of quality required by these specifications, specification sheets for each specific item shall be included with the bid submittal.

Items found to be defective beyond feasible job repair at the time of final inspection by the Library, will be retained by the Library, and used by the occupants, without payment by the Library, until the contractor has replaced all such defective items with units conforming to the specifications. The City shall have sole and final decision as to defective and conforming items.

Unless otherwise called for in the specifications, all products shall be new, current model, best quality and meant for their intended purpose as measured by the highest industry standards of the trade. Defects in any product may cause its rejection.

WHEREVER MANUFACTURER'S TRADE OR BRAND NAME APPEARS IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT "OR EQUAL" PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED. Alternate "or equal" products require specification sheets to be submitted to the Purchasing Office **prior to last day of questions**. This will allow time for City review and determination of "equal".

## **MATERIAL SPECIFICATIONS**

In order to maintain continuity of appearance within the library all materials should be the same “**or equal to**” Worden Pin-Fast single face wood shelving in Natural Birch with Matte finish. The new circulation desk should be the same **or “equal to”** Worden Teres maple circulation desk.

All material shall be installed following **ALL** manufacturer installation guidelines to ensure all manufacturer warranties remain intact for the safety of patrons and staff and the integrity of the units.

**The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.**

**Any bidder proposing equal products must submit their alternate product, complete information including detailed specifications, brochures, and underwriter’s laboratories fire ratings (if applicable) where required by code and pictures depicting the proposed equals prior to the last day of questions deadline. The City will review all alternate products submitted and will identify the approved alternate products via the addenda process. Submitting a bid with an alternate product that has not received prior approval from the City may cause rejection of the bid.**

## **WARRANTY**

Upon receipt of written project acceptance the successful bidder shall provide written evidence of all standard factory product warranties as applicable to the installed product, or a ten (10) year warranty, whichever is longer. Contractor shall also provide written labor warranty to the City at this time for a period not less than two (2) years.

## **INSPECTION**

City’s Project Manager as assigned shall complete a substantial completion inspection with the successful Contractor at least two (2) weeks prior to final acceptance of the project. Any deficiencies shall be noted and corrected prior to City’s written notice of project acceptance.

A final inspection shall occur upon completion of all punch list items identified during the substantial completion inspection. The City shall make the sole determination of completion and shall provide written notice of project acceptance to the Contractor.

## **CONTRACT AWARD**

The Contract will be awarded to the most responsive and responsible bidder providing the lowest price and complying with all provisions of this **ITB**. The City reserves the right to reject any and all bids if determined to be in the best interest of the City.

Successful bidder will be required to submit finish material samples and corresponding specification sheets for approval no less than ten (10) days after award.

## **SCOPE OF WORK**

The successful bidder will be installing the following:

Approximately thirty-one (31) shelving wall units on the perimeter of the new Children's library area. Each unit will be approximately three feet wide; seven to eight feet tall and twelve inches deep. Each unit will have approximately five individual shelves. There may be some units that may require custom measurements. It will be the contractor's responsibility to ensure such units fit in the space allocated. All measurements will be the responsibility of each bidder. Each unit will be appropriately secured to the wall, per industry standards, to ensure the safety of library patrons and staff.

Approximately thirty- two (32) floor mounted shelving units. Each unit shall be approximately three feet wide; four to five feet tall and twelve inches deep. Each floor unit shall consist of approximately three individual shelves. There shall be a triangular base to anchor three lines of floor shelving units. Each unit shall be secured to the floor, per industry standards, to ensure the safety of library patron and staff.

There will be one "L" shaped circulation desk with the following approximate measurements:

Desk: 28" deep x 48" wide x 29" high with built-in cord management

Desk return: 28" deep x 36" wide x 29" high with built-in cord management

Pedestal drawers: 18" wide x 21" deep x 27" high (with locking doors)

Book truck: 26" wide x 22" deep x 21" high

Bidders may inspect the site during the pre-bid meeting and perform their own site survey, as well as taking measurements and quantity takeoffs. Contractor will work with the City's assigned Project Manager to determine the final configuration of the floor mounted shelving units.

All work shall be completed in accordance with the highest industry standards.

## **SITE MAINTENANCE**

Job site must be kept clean and free of all litter and debris on a daily basis and upon completion of the project. Passageways must be kept clean and free of materials, equipment, and debris at all times. Trash, materials and debris shall be cleaned-up and removed daily. Contractor shall not use the Library's dumpster or trash cans for debris removal.

Flammable material must be removed from the job site daily. Flammable materials storage will not be permitted on the premises.

Precautions must be exercised at all times to safeguard the work site and library driveways and parking lot. All areas must be kept clear of equipment, materials and debris to ensure the smooth flow of traffic as well as the safety and welfare of the general public and library staff.

The Bidder must consider the security and integrity of the Library on a daily basis throughout the duration of the project. All tools, equipment, materials, and supplies are the responsibility of the Bidder and must be protected and secured at all times to the satisfaction of the City's assigned project manager.



## SECURITY & LIMITED ACCESS

The contractor's employees may use the public restroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of equipment or tools in lavatories or any misuse of any kind in the restroom facilities will not be tolerated. Any damages incurred by contractor's personnel shall remain the sole responsibility of the bidder.

### 3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Seller's files to determine status of work on this project.

### 4) TERMS AND CONDITIONS OF CONTRACT – Not Applicable to this ITB.

-----Standard Contract Does Not Apply to This Solicitation-----

Where applicable the City has developed standard contracts/agreements. The Seller shall be required to return a signed standard City contract/agreement contained within this ITB with your submittal.

A contract/agreement resulting from this ITB shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this ITB. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents until approved by City Council.

### 5) GENERAL TERMS AND CONDITIONS

#### A) Licenses

If required and/or requested, copies of any required licenses must be submitted with the bid response indicating that the bidder is properly licensed to perform the service requested. A Seller, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (352) 735-7178.

#### B) Principals/Collusion

By submission of this Bid, the undersigned, as Bidder, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

#### C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

**D) Relation of City**

It is the intent of the parties hereto that the Seller shall be legally considered an independent seller, and that neither the Seller nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Seller, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, vendor, firm, or corporation.

**E) Term Contracts**

If funds are not appropriated, cancellation will be accepted by this Seller on thirty (30) days prior written notice.

**F) Termination**

Should the Seller be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate any order immediately for cause; further the City may terminate for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

**G) Liability**

The Seller will not be held responsible for failure to perform due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

**H) Assignment**

The Seller shall not assign, transfer, convey, sublet or otherwise dispose of any or all of its rights, or interest therein, or his or its power to execute such services to any person, company or corporation without prior written consent of the City.

**I) Lobbying**

All vendors are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a vendor has submitted a Bid.

Vendors and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Bid announcement to final Council approval**, no vendor or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this bid to the vendor.

**J) Single Bid**

Each Bidder must submit, with their bid, the required signed contract/agreement, if applicable, and all forms included in this **ITB**. Only **one** bid from a legal bidder will be considered.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**K) Protest Procedures**

Any appeal or protest to the Invitation to Bid shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

**L) Public Entity Crime**

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 or reply on a contract to provide any goods or services to a public entity; may not submit a bid or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

**M) Conflict of Interest**

Bidder shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a vendor from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

**N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, vendor, and/or any employee of the vendor from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or vendor from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes
- c. Immediate termination of any contract held by the individual and/or vendor for cause.

**O) Immigration Reform and Control Act**

Bidder acknowledges, and without exception or stipulation, any vendor(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and

Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded vendor(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

## 6) INSTRUCTION FOR BID

### A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

### B) Acknowledgment of Insurance Requirements.

By signing the Insurance Requirements included in this **ITB**, Bidder acknowledges these conditions may include Insurance Requirements.

It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's vendor. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Bidder.

The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

### C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Bidder acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: 5% of total bid, shall be submitted with bid response in the most recent form of AIA Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Bidder fails to execute and deliver to the City the products/service, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. No bids including alternates, if applicable, shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the

City shall retain the right to subsequently award to the successful Bidder said alternates at a later time and approved by the Finance Director or designee, and the successful Bidder.

- Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Bidders receiving award, and written for 100% of the Contract award amount, the cost borne by the Bidder receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Vendor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Vendor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.

**D) Delivery of Bids**

All bids are to be delivered before **2:00 p.m.**, local time, on or before **March 22, 2019** to:

City of Mount Dora  
Purchasing Department  
510 North Baker Street  
2<sup>nd</sup> Floor  
Mount Dora, Florida 32757

The City shall not bear the responsibility for bids delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by bidder’s personnel or by the bidder’s outside carrier. However, the Purchasing Department, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

**Bidders must submit two (2) total copies of the bid; one (1) original and one (1) electronic copy in PDF format, on a new USB flash drive.**

List the Bid Number and Bid Title on the outside of the box or envelope and note “Invitation to Bid enclosed.”

**E) Evaluation of Bids (Procedure)**

The City's procedure for selecting is as follows:

1. Invitation to Bid issued.
2. Subsequent to the closing of bids, the Department and the Purchasing Manager shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published **ITB**
3. Vendor selection will be based on the lowest responsive and responsible bidder, meeting minimum contractor qualifications as specified herein.
4. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
5. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.
6. Acceptance of the bid does not guarantee issuance of any other governmental approvals. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

Acceptance of the Bid does not guarantee issuance of any other governmental approvals.

**F) Ambiguity, Conflict, or Other Errors in the ITB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Bidder shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this **ITB** from Demandstar or the City's website.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the bid otherwise determination of the governing provision will be at the discretion of the City at no impact to the terms of the bid.

**G) Bid, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its bid in response to this **ITB**, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

**H) Acceptance or Rejection of Bids**

The right is reserved by the City to waive any irregularities in any bid, to reject any or all bids, to re-solicit for bids, if desired, and upon recommendation and justification by the City to accept the bid which in the judgment of the City is deemed the most advantageous for the public and the City. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re-advertise using the same or revised documentation, at its sole discretion.

**I) Requests for Clarification of Bids**

Requests by the Purchasing Manager to a bidder for clarification of bid(s) shall be in writing. Bidder's failure to respond to request for clarification may deem bidder to be non-responsive, and may be just cause to reject its bid.

**J) Validity of Bids**

No bid can be withdrawn after it is filed unless the Bidder makes their request in writing to the City prior to the time set for the closing of Bids.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate the evaluation and selection process.

**K) Response Format**

The bid shall be deemed an offer to provide products/services to the City. In submitting a bid, the Bidder declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this **ITB**. Any portions of the bid that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's ability to meet the City's needs, as stated in the **ITB**. All copies of the bid should be bound and tabbed. The utilization of recycled paper for bid submission is strongly encouraged.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a bidder to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested products/services shall be detailed in the format requested on the Bid Form.

L) **Bid Evaluation Factors**

As previously stated, Vendor selection will be based on the lowest responsive and responsible bidder, meeting the minimum contractor qualifications stated herein.

7) **Drug-Free Workplace:**

In accordance with Florida Statute 287.087, 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 City for the procurement of commodities or contractual services, a bid received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these products/services should be identified and included in the request response.

**Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), the preference will be given to the Bidder within the city limits or principal office closest to City Hall.**

8) **ALL REQUIRED FORMS**

1. Bidder’s Checklist
2. Conflict of Interest Affidavit
3. Declaration Statement
4. Drug Free Workplace Certification
5. Non-Collusion Affidavit of Prime Bidder
6. Public Entity Crimes Statement
7. Vendor Information
8. W9
9. Compliance with Public Records Law
10. Bid Pricing Form



## BIDDER'S CHECK LIST

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Bid.

Bidder should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

City of Mount Dora  
Purchasing Department  
510 North Baker Street.  
2<sup>nd</sup> Floor  
Mount Dora, Florida 32757

- The mailing envelope **must be sealed and marked** with Bid Number “ITB# 19-LS-013”, **Furnish & Install of Library Shelving & Circulation Desk** and **Due Date “March 22, 2019 @ 2:00 pm”**
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

**ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

# CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the vendor (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)

City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the vendor, OR who produced the following identification: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DECLARATION STATEMENT**

City of Mount Dora  
510 North Baker Street  
Mount Dora, FL 327572

**RE: ITB NO. 19-LS-013 “Furnish & Install of Library Shelving & Circulation Desk”**

Dear Mayor and Council Members:

The undersigned, as Bidder (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Bidder further declares that he has complied in every respect with all the Instructions to Bidders issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Bidder puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Bidder states that the bid is based upon the bid documents listed by **ITB # 19-LS-013**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

- YES**  
 **NO**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is \_\_\_\_\_ of \_\_\_\_\_, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, vendor or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Mount Dora

by \_\_\_\_\_  
(Print Individual's Name and Title)

for \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

whose business is \_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. 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 of 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 misrepresentation.
3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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 person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or 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 provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Personally known \_\_\_\_\_

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires: \_\_\_\_\_

## VENDOR INFORMATION

Vendor is:

- ( ) Corporation  
( ) Partnership  
( ) Sole Proprietorship  
( ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification Number: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Vendor Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_







**CITY OF  
MOUNT  
DORA**

### **COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid/proposal authorizes release of your Vendor's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Project Number: **ITB # 19-LS-013**

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

**BID PRICING FORM**  
**ITB# 19-LS-013**  
**Furnish & Install of Library Shelving & Circulation Desk**

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services requested, and having examined carefully the scope of services herein, propose to furnish and install the stated equipment without exception, for the "Furnish & Install of Library Shelving & Circulation Desk."

| Item      | Description  | Quantity | Unit of Measure | Total |
|-----------|--|----------|-----------------|-------|
| 1.        | Furnish Library Shelving per specifications              | 1        | LS              | \$    |
| 2.        | Installation of Library Shelving per specifications      | 1        | LS              | \$    |
| 3.        | Furnish Circulation Desk & Book Truck per specifications | 1        | LS              | \$    |
| 4.        | Installation of Circulation Desk per specifications      | 1        | LS              | \$    |
| Bid Total |  |          |                 | \$    |

**Bid Total in Words:** \_\_\_\_\_

**Note(s):**

- Bid Prices shall include **all** costs associated with this project as per specifications. NO additional costs will be paid.
- **This is an all or none solicitation.** Partial bids will not be considered.
- Bid will be awarded to Contractors based on the lowest responsive and responsible Bidder meeting the minimum requirements stated herein.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the bid review must be on this Bid Form.

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

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

Telephone Number: \_\_\_\_\_

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

Company Authorized Representative Name: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

The Bidder agrees to supply the product at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.

**This Form Must Be Completed and Returned With Your Submittal**

Cut and use this label for Bid Package

CITY OF MOUNT DORA  
PURCHASING DEPARTMENT  
510 NORTH BAKER STREET  
2<sup>nd</sup> Floor  
MOUNT DORA, FL 32757

ITB# 19-LS-013

Furnish & Install of Library Shelving  
& Circulation Desk

OPENING DATE/TIME:  
March 22, 2019 at 2:00 pm