

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2012

Division: Public Works/Engineering

Bulk Item: Yes No

Department: Project Management

Staff Contact Person/Phone #: Jerry Barnett X4416

AGENDA ITEM WORDING: Discussion and approval to request the lowest cost responder to the Request For Proposals (RFP) for Upper Keys and Middle Keys ADA Compliance to submit documents omitted from its proposal after the fact, or to reject their bid in accordance with the Instruction to Proposers Article 6.3 (attached) and consider the next lowest responder.

ITEM BACKGROUND: On January 4, 2012, the Responses to the Request For Proposals (RFP) were opened for Upper Keys and Middle Keys ADA Compliance construction and repairs priority #1. Six responses were received. The lowest responder omitted certain documents required under the RFP, including three years of financial statements, a copy of their contractor's license, and documentation demonstrating that the entity is legally viable. The lowest bidder was substantially less expensive than the next responder. The omitted documents are essential to ascertaining the responder's financial stability.

PREVIOUS RELEVANT BOCC ACTION: On July 16, 2008 the BOCC approved MBI/K2M Architecture Inc. for the ADA Compliance Assessments for County Facilities and Roads. On December 16, 2009, the BOCC approved a contract with Bender & Associates Architects, P.A. for the development of an ADA Transition Plan. On August 17, 2011, the BOCC approved Resolution #216-2011 authorizing the Housing Authority to initiate budget amendments for Disaster Recovery Community Development Block Grant (CDBG) awards, and preserve awarded funding for ADA compliance activities. On September 21, 2011, the BOCC approved to issue an RFP for the completion of all Priority One work at all County facilities from Key Largo to Key West.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Staff recommends that the Commission approve requesting and reviewing the omitted documents.

TOTAL COST: N/A **INDIRECT COST:** _____ **BUDGETED:** Yes N/A No _____

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty *MNC* OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

**BUDGET AND FINANCE DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: JANUARY 4, 2012 AT 3:00 PM,

**TITLE: ADA COMPLIANCE SEGMENT #1 FOR FACILITIES LOCATED BETWEEN
MILE MARKER 112 AND MILE MARKER 47 MONROE COUNTY FLORIDA**

RESPONDENT	BID BOND	BID AMOUNT	ALTERNATES
Pedro Falcon Electrical Contractors, Inc	5%	\$ 674,500.00	None
Sea Tech of the Florida Keys, Inc	5%	\$ 770,597.00	None
OTAK Group, Inc.	5%	\$ 485,387.16	None
Quality Builders Construction Services, Inc.	5%	\$ 249,500.00	None
Wright Construction Group, Inc.	5%	\$ 922,144.00	None
Overholt Construction Corp.	5%	\$ 426,046.00	Umbrella Coverage \$ 4,500.00 Builders Risk 26 locations \$ 85,880.00

Bid Committee Present: Carlos Victores - Purchasing Office
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Manager

**ADA COMPLIANCE SEGMENT #1 - MM 112 - MM 47
PROPOSAL ANALYSIS**

SUBMISSION	Quality	Overholt	OTAK	PFEC	SeaTech	Wright
Bid Security	Yes	Yes	Yes	Yes	Yes	Yes
Answers to Questions	Yes	Yes	Yes	Yes	Yes	Yes
Financial Statements	No	No	Yes	Yes	2 Years	Yes
Credit References	Yes	Yes	Yes	Yes	Yes	Yes
Professional References	Yes	Yes	Yes	Yes	Yes	Yes
Proof of Corporation	No	License	License	Yes	License	Yes
Licenses	No	Yes	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes	Yes	Yes
County Forms	Yes	Yes	Yes	Yes	Yes	Yes
Comments	Cannot match bid to itemized list. Missing 8 sites from list. Only received one set.	Itemized amount is greater than bid. Bid form does not have amount.			requested 3 years of financial statements May be a transposition error from itemization to bid total.	Itemized amount was greater than bid
Per Bid Tabulation	\$249,500.00	\$426,046.00	\$485,387.16	\$674,500.00	\$770,597.00	\$922,144.00

- 5.7.3 Following review of the Proposer's claim at the election of the owner the Owner may:
- a. Allow the Proposer to withdraw the Proposal and the Owner retains the Proposal Security.
 - b. Allow the Proposer to withdraw the Proposal and the Owner returns the Proposal Security.
 - c. Allow the Proposer to enter into contract for the proposed Work at the original Proposal price.

ARTICLE 6

CONSIDERATION OF PROPOSALS

6.1 OPENING OF PROPOSALS

- 6.1.1 The properly identified Proposals received on time will be opened at the Monroe County Purchasing Department. The public is permitted to be present.
- 6.1.2 Any Proposal not received by the Purchasing Department on or before the deadline for receipt of Proposals designated in the Notice of Calling for Proposals will be returned unopened.

6.2 PROPOSALS TO REMAIN OPEN

- 6.2.1 All Proposals shall remain open and valid for ninety (90) days after the date designated for receipt of Proposals.
- 6.2.2 The Owner may, at his sole discretion, release any Proposal and return the Proposal Security before the ninety (90) days has elapsed.



6.3 AWARD OF CONTRACT

- 6.3.1 The Owner reserves the right to reject any and all Proposals, or any part of a Proposal. The Owner reserves the right to waive variations from the specifications that do not render the Proposal non-conforming. The Owner retains the right to disregard non-conformities, non responsive Proposals or conditional Proposals in the best interest of the County.
- 6.3.2 In evaluating Proposals, the Owner shall consider the qualifications of the Proposers and whether or not the Proposals comply with the prescribed requirements in the Proposing Documents.
- 6.3.3 The Owner shall have the right to accept alternates in any order or combination and to determine the low Proposer on the basis of the sum of the Base Proposal plus Alternates selected by the Owner. The Owner reserves the right to reject any or all Alternates in the selection process as is deemed necessary to keep the project within budget.
- 6.3.4 The Owner may consider the qualifications and experience of subcontractors and/or other entities (including those who are to furnish materials, or equipment

fabricated to a special design) proposed for each of the principal portions of the Work as identified in the Proposing Documents. Proposers shall submit their listing of subcontractors. A Proposed Subcontractor Listing Form supplied by the Owner is to be completed for this purpose.

- 6.3.5 The Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons or organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- 6.3.6 The Owner reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to its satisfaction.
- 6.3.7 If the Contract is awarded, it will be awarded to the lowest, conforming responsible Proposer.
- 6.3.8 If the Contract is to be awarded, the Owner will issue the Notice of Award to the successful Proposer within ninety (90) days after the date of receipt of Proposals. The Owner reserves the right to return all Proposals, not make any awards, and cancel the Project.
- 6.3.9 The Owner is tax exempt and reserves the right to purchase directly various construction materials and equipment that may be a part of the Contract. If the Owner elects to make a particular purchase, the Owner will, via a Purchase Contract, purchase the materials and equipment, and the Contractor shall assist the Owner in the preparation of these Purchase Contracts, including providing to the Owner appropriate tax credits. If Owner elects to make such purchases directly, the cost of work shall be deducted from the contract amount. The amount of the deduction shall be determined by the cost of work as set forth in 7.2.4 and deducted by change order reflecting the amount being deducted from the contract price.

6.4 EXECUTION OF CONTRACT

- 6.4.1 The Contractor shall sign and deliver all four (4) originals of the Contract Agreement to Project Management within ten (10) days after receipt of a Notice of Award. All other Contract Documents such as the Public Construction Bond and Insurance Certificates are to be provided to Project Management within fourteen (14) days after receipt of Notice of Award. A Notice to Proceed will be issued to the Contractor after approval of the contract by the BOCC and upon satisfactory compliance with these provisions. In no event shall the failure of the Contractor to provide satisfactory bond and insurance certificates within the stipulated time be cause for an extension of the contract time. Project Management will return one fully executed copy of the Contract Agreement to the Contractor with all other Contract Documents attached upon receipt from the Owner.