

RFQ #1819-33

REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQ) SPECIFICATIONS

HEATING, VENTILATION, AND AIR CONDITIONING SERVICE PROVIDERS TO GULF COUNTY DEPARMENTS & CORRECTIONAL FACILITY

Gulf County hereby requests and invites qualified and licensed HVAC contractors to submit statements of qualifications and proposals in response to advertised RFQ to participate in a rotation schedule of qualified HVAC repair and replacement service providers to Gulf County for HVAC services to its departments and correctional facility.

Determination of vendor qualifications will be through a selection process and will be based on the contractor's proposal which is to be completed and submitted in accordance with the RFQ specifications and business's ability to provide the services for normal and emergency services 24 hours a day and 7 days a week. The RFQ seeks HVAC service providers to the county departments and correctional facility. The County, at its sole discretion, intends to award contracted work to the qualified partie(s) deemed to offer the best qualifications, experience, convenience, availability and capability specific to Gulf County as well as the value and probability of success and prompt repair services.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below will be complied with and will be incorporated as terms of any service contracts entered with Gulf County:

287.087. Preference to businesses with drug-free workplace programs:

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 products or contractual services that are under proposal 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 proposal, 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.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL OR IN THE ALTERNATIVE THE ACCEPTANCE AND ACKNOWLEDGMENT OF GULF COUNTY'S DRUG FREE WORKPLACE POLICY.

287.133. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed in the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply 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 vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.0Genm for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

287.134. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or vendor under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the public announcement and notice page above.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be

given to those desired by the County and preference will be given to those responses in full or substantially full compliance with them.

- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Gulf. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Awards and invitation to negotiate a contract will be made to the respondent(s) whose submittal is determined upon recommendation of staff and authorization by the Board of Commissioners to be the most advantageous to the County for purposes of engaging general HVAC repairs and servicing, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Gulf County Administration. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
 - 1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
 - 2. Commercial General Liability: Occurrence Form Required: (Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL Insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 - 3. Commercial Automobile Liability Insurance: (Vendor) shall maintain automobile liability insurance with a limit of not less than \$250,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 - 4. Special Requirements/Evidence of Insurance:

a. A copy of the Vendor's current certificate of insurance MUST be provided with the response to this RFQ. A formal certificate shall be provided upon announcement that a Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- 1) "Gulf County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be name as an "Additional Insured" on all policies except Worker's Compensation.
- 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Gulf County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the Deputy Administrator, Kari Summers, Gulf County Board of County Commissioners, 1000 Cecil Costin Blvd., Room 302, Port St. Joe, Florida 32456.

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. If these services being proposed are contracted for an annual or a semi-annual contract period then Interlocal Agreements between Gulf County Board of County Commissioners, other State or County agencies, the Port St. Joe Port Authority, Cities of Port St. Joe and Wewahitchka and the Gulf County School Board, allow those entities to purchase and or engage these services through the County's proposals so long as such purchases will not interfere with the timely delivery services to the County in strict conformity with all specifications of its proposals. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Gulf County reserves the right to direct the successful proposer to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's proposals.

O. All pages included in or attached by reference to this document shall be called and constitute the proposal as stated on the front page of this documents.

SECTION 1 SPECIAL TERMS AND CONDITIONS:

A. Responding vendors must be any individual, vendor, partnership, corporation, association, or other legal entity permitted by law to provide licensed HVAC contract repair services in the State of Florida for which it is contracted by Gulf County.

B. The successful respondents shall be required to submit proof of relevant Florida licenses and/or certifications as required by the County and State.

- C. The successful respondents shall be required to enter into a contract that substantially reflects the requirements of the RFQ and normal contract terminology. The County reserves the right to waive/adjust any minor inconsistencies between the RFQ and the finalized contract.
- D. The successful respondents shall hold harmless, indemnify, and defend the County, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, costs and expense of whatsoever kind or nature arising out of or incidental to this work and purchase of goods.
- E. The successful respondents, prior to the signing of a contract and before starting any work to provide services shall be required to submit all certificates of insurance and bonds as required by this RFQ.
- F. The respondents shall procure and maintain, and require each joint respondent to procure and maintain, during the life of this proposal, the insurance coverage listed in this RFQ. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A:VII.

SECTION 2 ADDITIONAL INSURANCE REQUIREMENTS:

The vendor(s) providing products and services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all services by the contract, the following type of insurance and as indicated in this RFQ. The policy limits required are to be considered minimum amounts.

Not applicable for this RFQ for HVAC services and no additional insurance required.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor(s) under the terms of a contract(s). Sub-Contractor's insurance shall be the responsibility of the vendor.

SECTION 3 INDEMNIFICATION:

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom arising out of, or resulting from, the performance of the services, for which, the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from job-related injury.

The vendor(s) agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration will be received by the Awarded vendors under an agreement and/or contract for this hold harmless/indemnification provision.

SECTION 4 INTRODUCTION:

The Board of County Commissioners, Gulf County, Florida hereby gives notice that it intends to award a contract for the routine and emergency HVAC repair services and invites Requests for Qualifications for these services as defined by the laws of the State of Florida.

SECTION 5 SCOPE OF PROJECT:

Gulf County hereby requests and invites qualified individuals and or vendors to submit statements of qualifications to participate in a competitive process in which Gulf County will select a pool of qualified contractors vendors to routinely provide to the County on a rotating schedule HVAC services. Gulf County is requesting proposals from the qualified parties to provide general qualifications and ability to provide HVAC services on regular schedules and emergency basis as deemed appropriate and required by the County Departments and Correctional Facility.

The purpose of this solicitation is to establish an agreement for the HVAC services by Gulf County Departments and Agencies and Gulf County Correctional Facility. The initial term shall begin upon Gulf County Board of County Commission approval on June 25, 2019 through June 31, 2020 with a one (1) year renewal option thereafter upon mutual consent of both parties and the Gulf County Commission approval. Each one (1) year renewal option thereafter shall be in effect for the period of July 1, 2020 through June 31, 2021 and so on each annual renewal period. All terms and conditions shall be fixed and in effect for the entire term(s) of this agreement. The County does not pay fuel adjustment charges. The County will make every attempt to adhere as closely as possible to the anticipated maintenance schedules provided to the awarded contractors. However, the County reserves the right to reduce or increase the number of service calls and repairs throughout the life of the agreement period. By signing the agreement with the County, the Bidder is agreeing to honor its ability to timely provide the requested HVAC services and all terms and conditions for the entire term(s) of the agreement.

Vendors that are deemed qualified and awarded a contract with the County shall be placed on a rotating schedule by which the County will make routine service calls as deemed necessary and appropriate.

SECTION 6 SERVICES TO BE PROVIDED BY THE VENDOR:

Qualified vendors shall routinely provide to the County on a rotating schedule HVAC services.

The selected vendors will work under the direction of County Staff and Administrator to facilitate the repair, replacement and routine maintenance services. The selected vendors will ensure regular, consistent and reliable services on regular and emergency schedules and available 24 hours per day 7 days a week for emergency service calls.

SECTION 7 TENTATIVE SUBMISSION, REVIEW, AND CONTRACT AWARD SCHEDULE:

Date

- 5/26/19 Advertise for Request for Qualifications in The News Herald and post to Board’s Website
- 6/6/19 RFQ/Proposal Inquiry deadline
- 6/13/19 RFQ/Proposal Submission Deadline 4:00 p.m.
- 6/13/19 RFQ/Proposal Opening Date and Time 4:30 p.m.
- 6/13/19 through 6/24/19 Review RFQ/Proposals –County Administrative Staff review and evaluations

6/25/19

Proposed recommendation date to Board of County Commission for invitation to negotiate and award notices of qualified pool of contractors

Immediately following recommendation and authorization by the Board of Commissioners Tentatively scheduled for 6/25/19

Negotiations between the county administrative staff and awarded contractors

To be determined by Commission

Board of County Commissioners authorization to Administrator for Approval of Contract(s)

SECTION 8 RFQ CONTACT INFORMATION:

Gulf County Board of County Commissioners Administration Office
Attention Kari Summers, Deputy County Administrator
1000 Cecil Costin Blvd., Room 302, Port St. Joe, Florida 32456
Phone: 850-229-6106

SECTION 9 COUNTY SHALL:

- (1) Make available to RFQ proposers any information and data available in the County's files pertaining to the scope of work product and performance to date.
- (2) Upon contract award, pay fees and other compensation computed in accordance with a fee schedule to be incorporated in final contract.
- (3) Decide and dispose of all claims, questions and disputes arising under this Vendor's contract, through the County Administrator.
- (4) Reserve the right to audit the records of the awarded RFQ proposer during normal business hours, 8 a.m. to 5 p.m., related to this RFQ at any time during the contract period and for a period of three 3 years after final payment is made. The awarded proposer shall provide copies of any records related to this RFQ's contract solely at the cost of reproduction.

SECTION 10 AWARDED RFQ PROPOSER SHALL:

- (1) Provide general HVAC services from a pool of qualified contractors on a rotating basis.
- (2) Maintain an adequate staff of qualified personnel to meet the County's routine needs.
- (3) Ensure that all work and products purchased meet all current federal, state and local laws or ordinances applicable.
- (4) Cooperate fully with the County in the scheduling and meeting the maintenance and repairs needs of the County.
- (5) Have approval from the County in writing prior to commencement of any additional services.

SECTION 11 REQUIRED RESPONSE CONTENT & CRITERIA FOR EVALUATIONS:

The following RFQ response outline (11.1 through 11.9) shall provide the required content, format and criteria that will be utilized in evaluating each submission:

SECTION 11.1 RESPONSE FORMAT CRITERIA:

The County strictly enforces open and fair competition in its RFQ's. A public entity crimes statement has been requested of any awarded proposers. During the RFQ process, questions or requests for additional information concerning this RFQ shall be directed to contact listed in Section 8 and not to the Gulf County staff selection committee members or elected officials and shall be in written format (email, fax, letter, etc).

To facilitate effective evaluation by the County, proposals are to be a maximum of five (5) pages. Index documentation, sectional dividers, and front and back covers will not be counted toward the total. An executive summary, not to exceed one (1) additional pages may also be included in the proposal. Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing. Evaluation and selection will occur in accordance with tentative schedule in Section 9 or at a time and place to be determined.

SECTION 11.2 PROJECT EXPERIENCE, UNDERSTANDING & PROJECT APPROACH:

RFQ submittals shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the requirements for this product and commodity request sought by Gulf County.

- a) Describe understanding of the proposed HVAC services request and ability to meet the County's routine and timely demands and needs of HVAC repairs and services for its various Departments and Correctional Facility

SECTION 11.3 ORGANIZATION AND ABILITY OF VENDOR AND STAFF:

- a) Illustrate the proposer's organizational chart as it relates to HVAC services and availability listed in Sections 5 and 6 of this RFQ, indicating key personnel and their relationship to oversee the County's HVAC services for these future rotating service and maintenance calls.

SECTION 11.4 RELEVANT CONTRACTOR EXPERIENCE:

Qualifications and Experience of Contractor Staffing

- a) Company/vendor background.
- b) Related Services and Experience in providing HVAC services similar to those of Gulf County Departments and Correctional Facility.
- c) Project Description – Description of customers and clients in the last five (5) years having similar or greater relative size and complexity as to the routine HVAC servicing and repairs.

SECTION 11.5 REFERENCES AND CURRENT ASSOCIATIONS RELATED TO ANALAGOUS LARGE CUSTOMER ACCOUNTS:

- a) Provide a sample list of associations and or clients related specifically to the similar customer base with governmental entities and or private entities entered since 2010.

- b) Contractor to provide three (3) references from clients of similar scope of services availability completed in the last five (5) years.

SECTION 11.6 LOCATION:

- a) State the proposing vendor's location and accessibility throughout the project term.

SECTION 12 SELECTION PROCESS AND CRITERIA:

Proposals shall be reviewed by the Administrative staff selected by the Administrator as the evaluation committee. Negotiations for a contract shall follow the award and invitation to negotiate has been authorized by the Board and or delegated to the County Administrator to establish a qualified pool of HVAC contractors.

SECTION 13 CONTRACT NEGOTIATIONS AND EXECUTION:

The County will review and qualify the submitted proposals for this RFQ. Selection of the contractors on a rotating schedule for providing HVAC services to the Gulf County Board of County Commissioners Departments and Correctional Facility.

Negotiation of contract for services shall follow the initial selection process with selected contractors. Should a satisfactory engagement not be achievable with the selected proposers, then the contractor shall be removed from the pool and the County will engage and work with the other qualified contractors for the services to begin and so on.

Following negotiations, the recommended vendor and contract will be submitted for final review to the County Administrator and County Attorney prior to authorized execution and approval by the Board.

FORM FOR ANY AND ALL ADDENDUMS TO BE ADDED TO THIS RFQ BY GULF COUNTY

DATE: _____, 20__

BID NO.: 1819-_____

Project: **HEATING, VENTILATION, AND AIR CONDITIONING SERVICE PROVIDERS TO GULF COUNTY DEPARMENTS & CORRECTIONAL FACILITY**

Owner: Gulf County Board of County Commissioners
Attn: Kari Summers, Deputy County Administrator
1000 Cecil Costin Blvd, Room 302, Port St. Joe, Florida 32456

1. Each submittal shall include **one (1) original and one (1) copy** of the proposal. Proposals must be delivered to Gulf County Clerk Office, 1000 Cecil Costin Blvd, Room 302, Port St. Joe, Florida 32456, so as to reach said office no later than 4:00 p.m. on **June 13th, 2019**, and thereafter opened at 4:30 p.m. the same day in the same location.

If you have any questions or comments regarding this addendum, contact:

Deputy Administrator, Kari Summers, Gulf County Board of County Commissioners, 1000 Cecil Costin Blvd., Room 302, Port St. Joe, Florida 32456; Phone: 850-229-6106; or by E-Mail: ksummers@gulfcounty-fl.gov

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY:

COMPLETING BELOW INFORMATION AND FAXING TO: (850)_____.

COMPANY NAME (PRINT) REPRESENTATIVE (PRINT) SIGNATURE

PHONE # ADDRESS EMAIL

Summary of Specifications: