

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS: 1415-24**

COMMUNICATION TOWER REPAIR

The Gulf County Board of County Commissioners of Gulf County, Florida will receive sealed bids from any person, company, or corporation interested in contracting with Gulf County to provide the following:

Proposals from interested parties for the following:

- **Test & Map Tower in Wewahitchka located on 2nd Street**
- **Multiple items needed on the Tower located at 1000 Cecil G. Costin Sr., Blvd. (PSJ Tower)**

Response Deadline: Friday, June 26, 2015 at 4:30 P.M. ET

Opening Date: Monday, June 29, 2015 at 10:00 A.M. ET

SELECTION PROCEDURE: Selection will be made directly from Letters of Response for this project. Note: The final selection date and time is provided in this advertisement. Any other meetings will be noticed on the County's Web Site at www.gulfcounty-fl.gov. Changes to meeting dates and times will be updated on the County's Web Site. In order to ensure a fair, competitive, and open process, once a project is advertised, all communications between interested firms and the County must be directed to Ms. Lynn Lanier, Central Services Director at (850) 229-6106 or llanier@gulfcounty-fl.gov.

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit the original and three (3) copies of the letter of response to the Gulf County Clerk's Office, 1000 Cecil G. Costin, Sr., Blvd., Room 149 Port St. Joe, Florida, 32456 by the Response Deadline. Please place **YOUR COMPANY NAME, SEALED BID**, and the **RFQ NUMBER** on the outside of your envelope.

1.1 LETTERS OF RESPONSE:

Selection will be made directly from Letters of Response. Letters of Response need to include individual pricing for the following:

- A. Test Feed lines/Antennas and Map Wewa Tower – 2nd Street, Wewahitchka
 - 1) 250 ft. tower
 - 2) 3 feed lines and antennas (EMS, Fire, Law Enforcement)
- B. Port St. Joe Tower – 1000 Cecil G. Costin Sr., Blvd, Port St. Joe
 - 1) Replace two (2) Andrew DB 420 antennas and mounting brackets
 - 2) Replace 2 cable runs of approximately 360 ft of 7/8" feed line with connectors (Law Enforcement & EMS)
 - 3) Move Antenna, install and provide a 3ft. standoff brace for the Primary Fire Channel
- C. Optional:
 - 1) Recommend a different option from above 2(a) & 2(c): In lieu of above, if there is another equipment option other than standalone antennas that will provide increased sustainability and/or increased improvement to wind load, signal strength, etc. Must give adequate explanation of reasoning and documentation on option.

1.2 SUBMISSION OF BID:

Each bid shall be prepared simply and economically. Fancy bindings, colored displays and promotional material are not desired. To expedite the evaluation of Bids, it is essential that bidders follow the format and instructions herein. The Contractor shall submit one (1) original and three (3) copies as stated above.

1.3 BID OPENING:

Bids will be accepted until June 26, 2015 no later than 4:30 PM (Eastern) and will be opened the following Monday, June 29, 2015 at 10 AM (Eastern) consistent with county policy.

Bids are due at the time and date specified. **Bids received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the bid opening should contact Lynn Lanier, Central Services Director at (850) 229-6106 and or at llanier@gulfcountry-fl.gov and a copy of your correspondence to lroberts@gulfclerk.com at least five (5) working days prior to the event.

2.1 INSURANCE REQUIREMENTS:

Contractor shall at all times during the Contract period maintain in full force and effect worker's compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance as is appropriate for the tower services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance shall conform to the following minimum requirements and all costs of such insurance shall be borne by the Contractor and its bid:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements. Waiver of subrogation in lieu of additional insured is required.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limited per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$20,000 combined single limit per accident for bodily injury and property damage.

- b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
4. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance:
- a. \$200,000 per occurrence and \$1,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.

The Contractor policies are to contain and be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverage: are to have the County named as an additional insured.

General Liability and Automobile Liability Coverage policies shall also include "the County, its officers, officials, employees and volunteers are covered as insureds as respects; liability arising out of the activities performed by, on, or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations or the scope or protections afforded the County, its officers, officials, employees or volunteers.

Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: shall have the County named as an additional insured.

All coverages and policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after no less than thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

2.2 COST OF PREPARING BIDS:

The County is not liable for any costs incurred by the Bidder in responding to this bid, including those for oral presentations.

2.3 DISPOSAL OF BID:

All bids become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this bid. Selection or rejection of this bid will not affect this right.

Any submitted bid shall remain valid for ninety (90) calendar days after the submission date.

2.4 RULES FOR WITHDRAWAL:

A bid may not be withdrawn for a period of ninety (90) calendar days after the date of the Bid Opening.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of the bids.

2.5 REJECTION OF BID:

The County reserves the right to accept or reject any and all bids as deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all non-conforming, unresponsive, unbalanced or conditional Bids. The County reserves the right to reject the bid of any bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder, because the Bidder is not responsive or responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Bidder who submits the best ranked bid. If the County and the best Bidder cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Bidder who submits the next best ranked bid. No Bidder shall have any rights against the County, arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right in evaluating bids to consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, time of completion and other data, as may be requested in the Bid Specification or prior to the Notice of Award.

2.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any county employee. Only those communications from Bidders which are signed and in writing will be recognized by the County, as duly authorized expressions on behalf of the Bidder. Oral and other interpretations or clarifications will be without legal effect.

2.7 SALES AND USE TAX:

The Bidder agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Bidder are included in the stated bid price for the Bid. The County is tax exempt from federal excise and state sales tax.

3.1 PUBLIC ENTITY CRIMES:

The Bidder must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of 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 consultant, supplier, or subcontractor, 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.

3.2 DRUG FREE WORKPLACE:

The Bidder must complete the County's Drug Free Workplace Certification form, attached and made a part of the bid. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more bids, which are equal with respect 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 certified it has implemented a drug-free work place 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 work place program.

3.3 ADDENDUMS:

The County may issue Addendums to modify the bid as deemed appropriate. Addendums and clarification to this Bid along with an Addendum Acknowledgement Form will be mailed or emailed (with required written confirmation of receipt from Vendor to County Administration) to all vendors receiving this Bid. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with bid. Attached is a sample of the Addendum Acknowledgment Form.

3.4 NOTICES:

Any notices to be given under this Bid shall be given by United States Mail, addressed to Bidder at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.5 PROTEST:

Any person or entity whose bid is rejected, in whole or in part, or who submits a bid but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with Clerk's office or Deputy County Administrator, Lynn Lanier within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Clerk's office or Deputy County Administrator, Lynn Lanier within ten (10) calendar days after filing written notice of intent.

3.6 BOND:

- A. Contractor will be required to furnish a corporate surety bond throughout the term of the contract as security for performance of the contract services. Said surety bond must be in the amount of Twenty Thousand Dollars (\$20,000) and must be furnished within fifteen (15) days of award and prior to repairs to the tower. The bond will be furnished and renewed on an annual basis by the Contractor during the term of this contract.

Letters of Response should at a minimum, include the following information:

- a) Project Name: **Communications Tower Repair Project**
- b) Bidder's name and address
- c) Contact person, phone number and Internet Email Address
- d) Sub-consultant(s) that may be used for the project
- e) Price quote for each of the items listed in Section 1.1, listed individually priced
- f) The outside of the envelope should be marked with **"RFP #1415-24 Sealed Proposal"**

The Gulf County Board of County Commissioners reserves the right to reject any and all proposals deemed in the best interest of the County.

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
/s/ WARD MCDANIEL, CHAIRMAN**