

REQUEST FOR PROPOSAL

The St. Lucie County Fire District, Port St. Lucie, Florida will receive sealed proposals for the following:

RFP # 11-1104

PURCHASE AND INSTALLATION OF

Air Conditioning System Replacement for Station #14

The Logistics Division of the St. Lucie County Fire District, at 5160 N.W. Milner Drive, Port St. Lucie, FL 34983, will receive sealed proposals until 10:00 a.m., Friday, November 4, 2011.

A call will be issued at **10:00 a.m., November 4, 2011**, at the Fire District by the Logistics Supervisor to determine if any Vendors are present that have not previously submitted their proposals. After which, all proposals will be publicly opened. Any proposal received after that time will be returned to the Vendor unopened.

Specifications may be downloaded from our Website at:

www.slcfcd.com

or

www.demandstar.com

By order of the Board of the St. Lucie County Fire District, Fire Chief Ron Parrish

PUBLISH: Friday, October 21, 2011

SPECIFICATIONS – SCOPE OF WORK

- 1. Mobilize immediately and expedite project completion.**
- 2. Provide professional engineering design, load calculations, and permit drawings for A/C system replacement.**
- 3. Submit for, track, and furnish all City of Port St. Lucie permits (fees to be paid by owner).**
- 4. Remove and dispose of existing roof-mounted A/C units.**
- 5. Provide crane services as needed for removal/installation of A/C units.**
- 6. Remove and dispose of existing unusable ductwork.**
- 7. Furnish and install new rooftop air conditioning units (Trane, American Standard, Rheem, or Carrier only – straight cool – electric heat in units - 15 or 16 SEER) and controls based on engineering design.**
- 8. Furnish new curb adapters. Set and install new rooftop units. Cap roof curbs of abandoned RTUs, if any.**
- 9. Provide electrical disconnects and connect electrical to existing service.**
- 10. Provide plumbing to connect to existing condensate drains.**
- 11. Furnish and install new ductwork and all accessories (i.e. diffusers, taps, returns, etc.) based on engineering design. New ductwork, to the extent possible, will be 1 ½ coated (anti-microbial) ductboard.**
- 12. Re-use/re-install duct smoke detectors to meet current codes.**
- 13. Test and balance system to include any modifications necessary to current kitchen hood system or bathroom exhausts.**
- 14. Clean-up/disposal of construction debris/materials.**
- 15. Provide Option A to above bid as follows:**
 - a. To the extent possible, and based on the engineering design, re-wrap and re-use existing metal ductwork**

**GENERAL CONDITIONS
FOR ALL SEALED BIDS
AND PROPOSALS**

A. GENERAL INSTRUCTIONS

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS:

- 1.1. Instructions, forms, and specifications may be down loaded from our website www.slcfld.com or www.demandstar.com.
- 1.2. All proposals are to be submitted on and in accordance with forms for this purpose, which forms are available at the websites listed above. Additional supplementary documentation when requested shall be submitted on the **vender's** letterhead.
- 1.3. All proposals are to be submitted in a sealed, plainly marked envelope labeled with the RFP #11-1104.
- 1.4. All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes to the Logistics Division, 5160 NW Milner Drive, Port St. Lucie, FL 34983, no later than the time and date indicated above. Proposals received after the time and date indicated above will not be considered.
- 1.5. Additional information or clarification of any of the instructions or information contained herein may be obtained from the Logistics Division.
- 1.6. Any vendors who finds a discrepancy in, or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the Fire **District's** Logistics Supervisor in writing not later than five (5) days prior to the scheduled opening of the proposals. Exceptions taken do not obligate the Fire District to change the specifications. The Fire **District's** Logistics Supervisor will notify all vendors in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
- 1.7. The Fire District will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to, and will be issued by the office of the Fire Chief.

2. PROPOSAL DEPOSIT: **NOT REQUIRED**

3. AWARD OF CONTRACTS:

- 3.1. The office of the Fire Chief shall recommend award of all contracts to the lowest responsive responsible vendor, not earlier than fourteen (14) days after the public opening of the proposals.
- 3.2. Any other considerations for the award will be stated in the specifications.

4. RESERVATIONS:

- 4.1. The Fire District reserves the right to reject any or all bids/proposals or parts of bids/proposals when, in the Fire **District's** judgment, the public interest will be served thereby.
- 4.2. The Fire District may waive formalities or technicalities in proposals as the interest of the Fire District may require.
- 4.3. The Fire District reserves the right to increase or decrease the quantities to be purchased at the price proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 4.4. The Fire District reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in the Fire **District's judgment, be in the best interest of the** Fire District.
- 4.5. The Fire District may waive minor differences in specifications provided these differences do not violate the intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the Fire District.

5. DELIVERY:

- 5.1. Vendors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 5.2. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid, unless otherwise stated in the specifications or proposal.
- 5.3. The Fire District reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Fire District and said sum to be taken as liquidated

damages and deducted from the final payment, or charged back to the contractor or vendor.

6. COMPETITION:

To better insure fair competition and to permit determination of the lowest bidder:

- 6.1. The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.
- 6.2. A vendor may offer only one (1) price on each item though they may have two (2) or more types that meet specifications. Vendors must determine for themselves which to offer. Submission by a single vendor of more than one (1) price for a single item shall be sufficient cause for rejection of all prices for that item by the vendor.
- 6.3. Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced, may be rejected.
- 6.4. All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal.
- 6.5. Specifications provided are based on Fire District needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Fire District requirements and shall be consistent with Fire District policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive proposals.

7. PROTEST:

Any protest concerning the award of a contract shall be decided by the office of the Fire Chief. Protests shall be made in writing to the Logistics Division and shall be filed within ten (10) days of issuance of award notification. A protest is considered filed when received by the Logistics Division. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Logistics Division will respond to the written protest within seven (7) days. The Fire **District's** decision relative to the protest shall be final.

8. DISPUTES:

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the office of the Fire Chief shall be final and binding on all parties.

9. AUTHORITY:

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provision of the St. Lucie County Fire District Purchasing Manual as prescribed by the Fire District.

10. EXCEPTIONS:

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

11. NON-WAIVER:

Any waiver or any breach of covenants herein contained to be kept and performed by the vendor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the St. Lucie County Fire District from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

12. PATENTS:

The vendor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the vendors expense) for the defense of same, and the vendor shall pay all damages and costs awarded therein against the buyer. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment or part if enjoined, the vendor shall, at its own expense, either procure for the buyer the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.

B. PROPOSAL APPLICATION

1. APPLICATION:

The work shall be performed at the locations specified on the specification sheet.

2. CONTRACT ADMINISTRATION:

Questions concerning this request for proposal should be addressed to Clemens E. Kramer, Jr., Telephone: (772) 621-3390, FAX: (772) 621-3607, Monday through Friday 8:00 a.m. to 4:00 p.m. Technical questions should be directed to Scott Lentz, Maintenance Supervisor, (772) 216-6510.

3. BID DEPOSIT: **NOT REQUIRED**

4. PERFORMANCE BOND: **NOT REQUIRED**

5. LABOR AND MATERIAL BOND: **NOT REQUIRED**

6. PRE-BID CONFERENCE/SITE VISIT:

6.1. Each vendor must be completely satisfied as to the exact nature and existing conditions of Fire District installation sites and requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful vendor of their obligation to carry out the provisions of the contract.

6.2. Pre-bid conference/site visit **Oct. 26, 2011 at 9:00 AM**

Location of conference:

Fire Station 14
300 NW California Blvd
Port Saint Lucie, FL 34986

7. VENDOR'S QUALIFICATIONS:

7.1. All vendors must be primarily engaged in providing the service as outlined in these specifications, and must have been actively engaged in this field for a period of no less than three (3) years.

7.2. All vendors must complete the **Vendor's Qualification Information Sheet**.

- 7.3. The Fire District reserves the right to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 7.4. The St. Lucie County Fire District reserves the right to check all references furnished and consider the response received in determining the award of this contract.
- 7.5. No contract will be awarded except to responsible vendors capable of performing the service specified.

8. INDEMNIFICATION:

- 8.1. If a contract is awarded, the successful vendor will be required to indemnify and hold the Fire District harmless from and against all liability **and expenses, including attorney's fees, arising or incurred, alleging** damage to property or injury to, or death of, any person, arising out of or attributable to the vendor's performance of the contract awarded.
- 8.2. Any property or work to be provided by the vendor under this contract will remain at the vendor's risk until written acceptance by the Fire District; and the vendor will replace, at vendor's expense, all property or work damaged or destroyed by any cause whatsoever.

9. INSURANCE:

- 9.1. Unless otherwise required by Special Conditions of this Request for Proposal, if a contract is awarded, the vendor will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and **Worker's Compensation Insurance with limits of not less than those set forth below:**
 - 9.1.1. Comprehensive General Liability Insurance: Liability limits of \$500,000 each occurrence and \$500,000 aggregate.
 - 9.1.2. Comprehensive Automobile Liability Insurance: Liability limits of \$500,000 any one (1) accident.
 - 9.1.3. **Worker's Compensation Insurance: Statutory coverage, including Employer's Liability Coverage, with a limit of at least \$100,000.**
- 9.2. The vendor shall provide the Fire District with Certificates of Insurance, **within ten (10) days of bid award notification, evidencing the coverage's** required above. Such certificates shall provide that the Fire District be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Vendor must

provide Certificates of Insurance before commencing work in connection with the contract.

9.3. The providing of any insurance required herein does not relieve the vendor of any of the responsibilities or obligations assumed by the vendor in the contract awarded or for which the vendor may be liable by law or otherwise.

9.4. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

10. SUBMISSION OF PROPOSAL DOCUMENTS:

10.1. This Request for Proposal requires the return of all documents that are marked for return, including, but not limited to, Proposal, Affidavit/Signature Page, and any exceptions the vendor may take (on company letterhead). Failure to return the required documents may be cause for rejection of the proposal.

10.2. Proposal documents **(4) FOUR** shall be submitted to the St. Lucie County Fire District Logistics Division, 5160 N.W. Milner Drive, Port St. Lucie, FL 34983, no later than **November 4, 2011, 10:00 a.m.**

10.3. All vendors are encouraged to submit literature or responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

11. METHOD OF AWARD:

The St. Lucie County Fire District intends to make the award to the lowest responsive, responsible vendor, meeting specifications. The Fire District will decide which proposal is more advantageous for the Fire District. For purposes of determining the low responsive, responsible vendor, the Fire District may consider work start and work completion times.

12. METHOD OF PURCHASING:

The purchase order shall be issued by the St. Lucie County Fire District Logistics Division for all work under this contract prior to the actual work being started.

13. BILLING AND PAYMENT:

13.1. Upon completion of the work specified herein, the vendor shall submit an invoice in triplicate to:

St. Lucie County Fire District
5160 NW Milner Drive
Port St. Lucie, Florida 34983

13.2. Payment shall be made after performance of service and upon receipt of a proper invoice from the vendor.

14. EXCEPTIONS:

The vendor shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the vendor agrees to meet all requirements of the terms, conditions, and specifications.

15. TERMINATION:

15.1. Termination for Convenience: The St. Lucie County Fire District may terminate a contract, in whole or in part, whenever the Fire District determines that such termination is in the best interest of the Fire District, without showing cause, upon giving written notice to the vendor. The St. Lucie County Fire District shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid an amount which exceeds the price bid for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

15.2. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the Fire District may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the St. Luce County Fire District. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the Fire District in re-procuring and completing the work.

16. AFFIDAVIT AND SIGNATURE:

The attached affidavit and signature page is provided to facilitate your compliance with the applicable law.

17. AVAILABILITY OF FUNDS:

The contractual obligation of the Fire District under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

18. INTERPRETATION:

The contract resulting from this bid shall be construed under the laws of the State of Florida.

19. INTEGRATION:

These proposal documents, vendors response to this solicitation, and subsequent purchase order(s) to the successful vendor contain the entire understanding between the parties and any additions or modification hereto may only be made in writing executed by both parties.

20. NON-ASSIGNMENT OF CONTRACT:

The vendor shall not assign the contract, or any portion thereof, except upon the written approval of the Fire District.

21. WORK SCHEDULE:

The vendor shall submit, with their proposal, start and completion dates.

22. WARRANTY:

22.1. Vendor shall provide, in writing, a minimum of a five (5) year warranty on **all labor as well as the manufacturer's warranties on all materials used** as outlined in the specifications.

22.2. The warranty shall be submitted, in writing, with the proposal. The failure to submit this warranty may be cause for rejection of the proposal.

23. COORDINATION:

23.1. After contract award, all coordination for services required will be with St. Lucie County Fire District designated coordinator.

23.2. The vendor shall designate, in writing, a project manager and all coordination between the St. Lucie County Fire District and the vendor shall be the responsibility of the respective project managers.

24. PROJECT COMPLETION:

24.1. The Fire District requires completion of the Construction Project within thirty (30) days after issuance of the Purchase Order, and the notice to proceed from the Fire District. After the Construction Project has commenced, the contractor shall continue the job without interruption until the Project is completely finished.

PROPOSAL AND QUALIFICATION
INFORMATION SHEET

**Purchase and Installation
Of**

Air Conditioning System for Station #14

OPENING: Friday, November 4, 2011 TIME: 10:00 A.M.

TO: ST. LUCIE COUNTY FIRE DISTRICT
LOGISTICS DIVISION
5160 Milner Drive
Port St. Lucie, FL 34983

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various proposal documents, for the following price:

1. A/C System Replacement: Station #14 \$ _____

2. Work Schedule:

Start Date:

Completion Date:

The above schedule may be considered in determining the award.

3. Contractor's Project Manager: (Print or Type Name)

4. Telephone #:

FAX #:

5. Any alterations in figures on this Form must be initialed in ink by persons signing the bid.

6. The St. Lucie County Fire District is exempt from all Local, State, and Federal Taxes, and prices stipulated by the vendor are considered maximum, and are not subject to any increase due to any taxes, or any other cause or reason.

7. Qualification Sheet Completed: Yes No

Failure to do so may be cause for rejection of bid

8. Warranty furnished in writing with bid: Yes No

Failure to do so may be cause for rejection of bid

9. Performance and labor and material payment bonds will not be required.

10. PROPOSAL OF:

ADDRESS:

SIGNED:

TITLE:

DATE:

TELEPHONE:

FAX:

VENDER'S QUALIFICATION
INFORMATION SHEET

NAME OF VENDOR:

REFERENCES: MUST GIVE NAME, ADDRESS, TELEPHONE NUMBER OF OWNER OR MANAGER OF THREE (3) ACCOUNTS FOR WHICH VENDOR HAS PROVIDED WORK DURING THE PAST THREE (3) YEARS.

JOB: ACCOUNT NAME OWNER/MANAGER, ADDRESS, TELEPHONE, COMPLETION DATE

1.

2.

3.

THE COMPANY HAS BEEN IN BUSINESS AT PRESENT LOCATION FOR_____ YEARS.

SIGNATURE:

TITLE:

COMPANY NAME:

AFFIDAVIT AND SIGNATURE PAGE

Vendor's Address: _____

Telephone: _____ FAX: _____

I, _____,

the undersigned, of _____

(PRINT Signer's Name and PRINT Office Held)

The above named vendor does declare and affirm on this ____day of _____, 2011, that I hold the aforementioned office of the above named company, and I affirm the following:

AFFIDAVIT 1:

The vendor, his agent, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the vendor or themselves, to obtain information that would give the vendor an unfair advantage over others, nor have they colluded with anyone of and on behalf of the vendor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT 2:

No officer or employee of St. Lucie County Fire District, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work, or service for the Fire District, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Fire District received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Fire District in connection with this contract, job, work, or service for the Fire District, except, however, the receipt of dividends on corporation stock.

AFFIDAVIT 3:

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees, who are directly involved in obtaining contracts with the St. Lucie County Fire District have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the Federal Government for acts of omissions committed after July 1, 1977.

AFFIDAVIT 4:

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 proposal on a contract to provide any goods or services to the Fire District, may not submit a proposal on a contract to the Fire District for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the Fire District, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Fire District, and may not transact business with the Fire District in excess of \$10,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Fire District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) {(Section 274A(e) of the Immigration and Nationality Act ("INA"))}. **The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA.** Such violation by the Recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the Fire District.

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the St. Lucie County Fire District have been convicted of a public entity crime, nor do we employ unauthorized alien workers.

I do solemnly declare and affirm under the penalties of perjury, that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature of Affiant

Print full name of Affiant

Date: _____

NOTARY PUBLIC

State of _____}
County of _____}

Subscribed to and acknowledged before me by _____,
who is ___ personally known to me or _____ produced _____
as identification, on this ____ day of _____, 20__.

Notary Public, State of _____ at Large

Commission No.: _____

My commission expires: _____