AIRFIELD LIGHTING / EQUIPMENT SYSTEM MAINTENANCE CONTRACT

OKEECHOBEE COUNTY AIRPORT RFP #2018-32



RFP RELEASE DATE:

SUNDAY, OCTOBER 28, 2018

DEADLINE TO SUBMIT QUESTIONS:

DEADLINE TO SUBMIT PROPOSALS:

MONDAY, NOVEMBER 19, 2018

MONDAY, NOVEMBER 12, 2018

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INSTRUCTIONS TO BIDDERS

In order to be considered responsive, Bids must be made in accordance with these Instructions to Bidders.

- 1. <u>EXAMINATION OF REQUEST FOR PROPOSAL (RFP).</u> It is the responsibility of each Bidder before submitting a Proposal to: a) Examine the RFP documents thoroughly; and b) Consider federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- 2. <u>QUESTIONS:</u> Submit or fax all questions about the RFP documents to Kathy Scott, Airport Manager, 2800 N.W. 20TH Trail, Okeechobee FL 34972, Fax number 863-467-3838 or to <u>kscott@co.okeechobee.fl.us</u> in writing no later than five (5) working days prior to the deadline for submission of November 19, 2018. Written replies will be issued to all Bidders of record. Questions received less than five (5) working days before the submission deadline cannot and will not be answered. Communication with the Board of County Commissioners or any member of the selection committee is prohibited. Violations shall result in disqualification.
- 3. <u>DEFINITIONS</u>: Whenever in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.
- 4. <u>BID/PROPOSAL PACKAGE:</u> Proposals shall be made in the manner set forth herein. The Package shall consist of: 1) a Proposal statement setting forth in detail how the Bid meets the requirements and evaluation factors and, where applicable, the cost of the goods and/or services; 2) identification of any and all subcontractors and Project Team Members, including professional resumes and applicable licensure or registration information; 3) evidence of insurance of the types and in the amounts set forth in the RFP Documents; 4) evidence of required registration and/or license as set forth in the RFP Documents. **One (1) original and one (1) electronic copy in PDF format (in the form of a flash drive or CD-ROM)** of the fully completed and executed Proposal shall be submitted. Proposals submitted after the time and date specified will not be considered and will be returned unopened.
- 5. <u>SUBMITTAL:</u> Submit entire Proposal (one (1) original and one(1) electronic copy in PDF format) in an opaque, sealed envelope to Okeechobee County at 304 NW 2nd Street, Room 123, Historic Courthouse, Okeechobee, Florida 34972, marked ATTENTION AIRPORT MANAGER – SEALED BID "AIRFIELD LIGHTING EQUIPMENT MAINTEANCE CONTRACT" RFP2018-32. All Request for Proposals must be received by the County before 3:00 p.m. Eastern Standard Time on Monday, November 19, 2018, at which time all Requests for Proposals will be opened and recorded. All Request for Proposals will become a public record of the County upon opening and are subject to public disclosure consistent with Chapter 119 of the Florida Statute.

- 6. <u>WITHDRAWL OF PROPOSAL</u>: The Proposal may be withdrawn by the Bidder by means of a written request signed by the Bidder or its duly authorized representative. Such written request must be delivered to the place specified in the RFP Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.
- 7. <u>DISQUALIFICATION:</u> More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes that collusion exists among Bidders, all Proposals will be rejected.
- 8. <u>PRE-BID MEETING:</u> N/A
- 9. <u>BID OPENING:</u> Bids will be publicly opened after 3:00 p.m. on November 19, 2018 304 NW 2nd Street, Conference Room 201, Okeechobee, FL.
- 10. BID REQUIREMENT: In Accordance with Attachment "A"
- 11. EVALUATION FACTORS: The evaluation factors include, but are not limited to,

Contractor's Experience and Capability	35%
Reliability / Response	35%
Approach and performance methodology	15%
Cost	25%

- 12. <u>BID EVALUATION</u>: The County shall award to the responsive and qualified Proposer whose Bid is determined to be the most advantageous to the County. Evaluation of Bids shall be based on the evaluation factors set forth in the RFP and any other relevant information obtained through the evaluation process.
- 13.<u>STANARD OF QUALIFICATION:</u> All awards made by the County shall consider whether the prospective contractor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contract has:
 - (1) <u>available the appropriate financial, material, equipment, facility, and personnel</u> resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirement;
 - (2) a satisfactory record of performance;
 - (3) a satisfactory record of integrity;
 - (4) the legal ability to contract with the County; and
 - (5) <u>supplied all necessary information in connection with the inquiry concerning</u> responsibility including but not limited to any licenses, permits, or organization papers required.

The prospective contractor shall supply information requested by the County concerning the qualification of such contractor. If such contractor fails timely to supply the requested information, the County shall base the determination of qualification upon any available information, or may find the prospective contractor non-qualified if such failure is unreasonable.

- 14. <u>RESERVATION OF RIGHTS:</u> The Okeechobee Board of County Commissioners reserves the right to waive any informality or irregularities in any Bid received, or reject any and/or all Bids, or re-advertise. The County reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the County. For and in consideration of the County considering Bids submitted, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights to cancel the award in accordance herewith. In the event only one responsive proposal is received, the County reserves the right to award to the sole Bidder, readvertise the request for bids, with or without making changes to the evaluation factors; or elect not to proceed. The Okeechobee County Board of County Commissioners reserves the right to select, from among the various Bid alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Bid alternates in any sequence or at anytime deemed to be in the best interest of the County.
- 15.<u>AWARD:</u> The award shall be made in accordance with the provisions of the Request for Proposal.
- 16. <u>EXECUTION OF CONTRACT</u>: The Contract between the successful Proposer and the County shall be in the form of an "Independent Contractor's Agreement". The successful Bidder shall assist and cooperate with the County in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute and return it to the County along with the Insurance Certificates and any other documentation that may be required by the Contract documents to be submitted at that time. Term shall be for a period of three (3) years and may be renewed for two (2) additional one (1) year terms upon mutual written consent of the parties.
- 17. <u>AVAILABILITY OF FUNDS</u>: The obligation of Okeechobee County to enter into the Contract with the successful Bidder is subject to the availability of funds lawfully appropriated for the services by the Okeechobee Board of County Commissioners.
- 18. <u>PUBLIC ENTITY CRIMES:</u> Pursuant to Florida Statutes section 287.133(2)(a), all Bidders are hereby notified that 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 on a contract to provide any goods or services to a public entity, may not submit a bid 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 consultant under a contract with any public entity, and may not transact business with any public entity is excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (CURRENTLY \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime: means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for

real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

19. <u>TAXES:</u> Cost of all sales and other taxes for which the Bidder is liable under the Contract shall be included in the Bid.

END OF INSTRUCTION TO PROPOSERS

BID/PROPOSAL FORM

AIRFIELD LIGHTING EQUIPMENT MAINTENANCE CONTRACT OKEECHBOEE COUNTY AIRPORT

BIDDER'S NAME

Okeechobee Board of County Commissioners Historic Courthouse 304 N.W. 2nd Street, Room 222 Okeechobee, Florida 34972

- The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: AIRFIELD LIGHTING EQUIPMENT MAINTENANCE CONTRACT – OKEECHOBEE COUNTY AIRPORT hereby proposes to furnish same as follows: In accordance with Attachment "A".
- By submission of this Proposal, the undersigned certifies, and in the case of a joint proposal, each party hereto certifies as to his own organization, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Bid with any other Bidder.

Company Name (Print)
Phone / Fax Number
Company Address (Print)
City, State, Zip Code (Print)
Ву:
Signature
Name and Title (Print)
Contractor's License Number
Federal Tax I.D. Number

ATTACHMENT "A"

REQUEST FOR BIDS AIRFIELD LIGHTING EQUIPMENT MAINTENANCE CONTRACT OKEECHOBEE COUNTY AIRPORT

The Okeechobee Board of County Commissioners (BOCC) invites qualified and experienced electrical contractors to submit a Proposal to provide airfield lighting equipment maintenance for Okeechobee County Airport.

Service Period: Three (3) years, renewable upon mutual agreement for a maximum of two (2) one (1) year renewals, commencing on or about January 1, 2019.

Proposals Accepted Through: November 19, 2018 at 3:00 p.m. Proposals received after this date and time will be returned unopened.

Instruction: You may hand deliver or mail bids in a sealed envelope labeled **"ATTENTION AIRPORT MANAGER – SEALED BID "AIRFIELD LIGHTING EQUIPMENT MAINTEANCE CONTRACT" RFP2018-32** " to the Okeechobee Board of County Commission, Historic Courthouse, 304 NW. 2nd Street, Room 123, Okeechobee, Florida 34972.

Scope of Work: The Scope of Work will include: but is not limited to maintenance, testing, adjusting, repairing and replacing all airfield lighting/equipment system components on a routine, as-needed, as-requested, and/or emergency basis. All services are to be available on a twenty-four (24) hours a day, seven (7) days a week basis. The emergency response time shall be nor more than one (1) hour, upon notification.

Airfield lighting/equipment system components include, but are not limited to: Airport Beacon; Wind Cone Assembly; Obstructions Lights, Apron Lights; underground electric cables; Constant-Current Regulators, switchgear and other electrical vault equipment, Runway End Identification Lights (REILS); Threshold Lights, Runway and Taxiway Edge Lights; Internally-Illuminated Runway and Taxiway Signs, Precision Approach Path Indicators (PAPIs); and Pilot Controlled Lighting System.

Maintenance will be performed in accordance with applicable manufacturer's instructions, Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) standards and the Okeechobee County Airport's "Maintenance Program, Plan and Schedule". Weekly Service reports will be provided to the Airport Manager documenting work performed per the supplied Okeechobee County Airport's Maintenance Program.

Experience and Qualifications: The Electrical Contractor (individual or firm) proposing to provide services under this solicitation shall be licensed as an electrical contractor in the State of Florida and shall have substantial experience with airfield electrical systems and with working in an airfield environment. Specifically, the technician who is actually dispatched to the Airport to perform the work shall have such experience. The degree of experience and familiarity with airfield lighting systems, which are highly specialized and differ greatly from commercial electrical systems, will be a major factor in evaluation the proposals, as will the Contractor's proximity to the site.

Payment Provisions: The work will be performed on a monthly Basic Service Fee plus hourly-rate basis, at the rates for each personnel classification listed in the Contractor's rate schedule that is submitted with the Proposal (and later resubmitted for contract renewal.) for services outside the Basic Service Scope of Work. Other direct costs such as supplies, parts, and replacement equipment will be reimbursed on a cost plus fixed percentage basis. Contract shall, without additional compensation, correct and revise any errors, omission, or other deficiencies in his work product, services or materials arising from the error or omission or negligent act of Contractor.

Insurance: Contractor shall agree to maintain such insurance as will fully protect both Contractor and the County from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from other claims for damage to property, or for personal injury, including death, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance required by the terms of this Agreement shall in no event be less than:

(a) Worker's Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal law. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.; (b) Commercial General Liability (CGL) - Occurrence Form Required: Contractor shall maintain CGL insurance with a limit of not less that \$300,00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. GCL 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 (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.); (c) Commercial Automobile Liability Insurance: Contractor shall maintain automobile liability insurance with a limit of not less than \$300,000 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.

The Contractor shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. 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. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before the commencement of any work activities.

Contract Duration: The duration of the contract shall be for three (3) years; however, the County may elect to renew the contract up to two (2), one (1) year terms for a maximum duration of five (5) years under this solicitation. To request a renewal at the end of each contract period the Contractor shall submit an updated standard rate schedule for consideration. If the County is satisfied with the service provided by the Contract and finds the rates on the updated standard rate schedule to be acceptable, the County will renew the contract by issuing a renewal.

Termination:

<u>Termination At Will:</u> This Agreement may be terminated by the County at any time without cause by the County giving written notice to Contract not less than 30 days prior to date of termination; provided, that this provision shall not be construed to relieve either party from its rights or obligations through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

<u>Termination for Cause:</u> This Agreement may be terminated by either party for cause by the County or Contractor giving written notice to the other party not less than 10 days prior to the date of termination; provided, that this provision shall not be construed to relieve either party from its rights or obligation through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Content of Bid: The Bid shall include the attached form to provide basic information, plus any other information that the Bidder wishes to include, such as a letter of interest, company brochure, list of recently performed airfield lighting work, resumes, etc. **One original and electronic copy in PDF format** sent to address listed in "Instructions" previously.

Evaluation Criteria: Each Proposal submitted will be evaluated and ranked based upon the following point system and analysis of information submitted in each proposal demonstrating the Proposer's ability to manage and deliver the required services. This evaluation will be based on the Proposal content, information obtained from interviewing references, and any other sources of information available to the County:

Contractor's Experience And Capability	Technical knowledge; experience and familiarity with airfield lighting work, ability to perform the work properly and in a timely manner.	35%
Contractor's Reliability And Response	Ability to respond quickly and dependably, based primarily on reports from job references; this item includes travel distance.	25%
Contractor's Approach and Performance Methodology	Approach that the Bidder will take to respond to the Airport's needs; willingness to dedicate skilled personnel to the work.	15%
Cost	Based on submitted labor and material mark-up rates	25%

The County reserves the right to waive any informalities, to reject any of all Bids or to readvertise. Award, if made, will be to the responsible Proposer whose Bid is responsive to the invitation and is most advantageous to the County, cost and other factors considered.

PROPOSAL FORM Submit one original and one electronic copy in PDF form of the Proposal Form and all attachments.

Submitted by:					
Name:					
	Address: Felephone Number:				
Bidder hereby proposes	pregoing terms, conditions, and specifications, the undersigned to supply Okeechobee County with the goods and/or services called oposal (RFP) for Okeechobee County Airport airfield lighting and t services.				
	scribe recently performed Airfield Lighting/Equipment Systems ith Year Performed, Reference Names and Telephone Numbers:				
Year(s) Performed:	Airport Served:				
Reference Name(s)					
	Airport Served:				
Reference Name(s)					
Telephone Number					
Description					
Year(s) Performed:	Airport Served:				
Reference Name(s)					

BID COST:

1. Basic Service Fee: \$_____ (Per Monthly)

2. Hour Rates: (Maximum of 3 Employee Classifications)

\$ (Per Hour) for		(Employee	Classification)
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\$_____ (After Hours) (Indicate Hours/Days to which this applies) ______

\$_____ (Per Hour) for ______ (Employee Classification)

\$_____ (After Hours) (Indicate Hours/Days to which this applies) ______

\$ (Per Hour) for		(Employee	Classification)
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\$_____ (After Hours) (Indicate Hours/Days to which this applies) ______

3. Percentage mark-up on material and equipment ______.

Information regarding Bidder's experience and capability, reliability, response and approach and performance methodology:

Please note that it is incumbent upon proposers to provide information in Sufficient detail to allow an informed decision process. ATTACHMENT 'A' MUST BE INCLUDED WITH THE PROPOSAL

X. RFP Checklist

I ______, a principal of the firm ______ certify that the following information has been submitted as part of the response to this Request for Proposals.

Submitted all required information with respect to the Proposal, including but not limited to a project narrative, concept sketches, and project information. (Section IV)

Evidence of Insurance (Section IX)

Completed Florida Statutes Public Entity Crimes Sworn Statement and Non- Collusion Affidavit (Appendix B)

Completed a NON-COLLUSION AFFIDAVIT (Appendix B)

Note: Incomplete responses may not be considered by Okeechobee County Board of County Commissioners

Signed:

Name:

Title:

Date:

APPENDIX A

FLORIDA STATUTES PUBLIC ENTITY CRIMES SWORN STATEMENT AND NON- COLLUSION AFFIDAVIT

OKEECHOBEE COUNTY, FLORIDA

Sworn Statement Under §287.133(3)(a), Florida Statutes Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

- 1. This sworn statement is submitted with Request for Proposal for the Acquisition and Redevelopment of building located at 2455 NW 16TH Blvd. in the Okeechobee County Commerce Park.
- 2. This sworn statement is submitted by: (Name of entity submitting sworn statement)
- its business address is:

its Federal Identification Number (FEIN) is:

(if applicable) its Social Security Number: (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: (print name of individual signing this document)

and my relationship to the entity is: (President, General Partner, etc. as applicable)

- 4. I understand that a "public entity crime" as defined in §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 with 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.
- 5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and 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, non- jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").
- 6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation 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 which has been convicted of a public entity 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 primafacie 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.

7. I understand that a "person" as defined in §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 provision 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.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989; or,

b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list (Please attach a copy of the final order); or,
- 2. The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of

General Services and attach to this sworn statement if applicable)

Signature (of person whose Printed Name & Date first appears above)

STATE OF ______ COUNTY OF ______

Sworn to and subscribed before me on ______, 2018, by ______ who (check one) [] is personally known to me or [] has produced ______ as identification.

Notary Public PRINT Name of Notary Public: My commission expires:

NON-COLLUSION AFFIDAVIT

The undersigned Bidder/Proposer has not divulged discussed or compared his/her/its Bid/Proposal with any other Bidder/Proposer and has not colluded with any other Bidder/Proposer or parties to this Bid/Proposal/ Request for Proposal whatsoever.

Name of Bidder/Proposer:

Signature:

PRINT Name:

Title:

Date

STATE OF	
COUNTY OF	
Sworn to and subscribed before me	e on, 2018, by
who	
(check one) [] is personally known	to me or [] has produced
	as identification.

Notary Public PRINT Name of Notary Public: My commission expires: