

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSAL (RFP)  
FOR THE IRRIGATION PUMP STATION  
BID NO. 1920-46**

The Gulf County Board of County Commissioners, Gulf County, Florida (the “BOCC” and/or “County”) is seeking solicitations from any qualified person, company or corporation interested in constructing the Irrigation Pump Station.

RFP DEADLINE: Submitted on or before September 11, 2020 no later than 4:00 PM (Eastern) and will opened thereafter on Monday, September 14, 2020 at 4:30 PM (Eastern) at a meeting of the Gulf County Board of County Commissioners.

**LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK’S OFFICE. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE BIDDER FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE CLERK’S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.**

Proposals must be submitted in a sealed envelope or package, clearly marked with **YOUR COMPANY NAME, SEALED BID**, and the **BID NUMBER** and title “**IRRIGATION PUMP STATION**” so as to identify the enclosed proposal. Each submittal shall include **one (1) original and three (3) copies** of the proposal. Proposal must be delivered to the Gulf County Clerk of County, 1000 Cecil G. Costin Sr. Blvd, Room 149, Port St. Joe, Florida 32456, so as to reach said office no later than **4:00 PM (Eastern), September 11, 2020**, and thereafter they will be opened on **Monday, September 14, 2020 at 4:30 PM (Eastern)** in a County Commission meeting consistent with County policy. Proposals received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

The Proposer must submit in a timely manner or have delivered the RFP proposals to:

Gulf County Clerk of Court  
1000 Cecil G. Costin Sr. Blvd.  
Room 149  
Port St. Joe, Florida 32456

## ***SECTION 1 – SCOPE OF WORK***

### **1.1 SCOPE OF WORK:**

The selected firm will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services.

1. The project site is located at the St. Joseph Bay Golf Club located at 700 County Club Road, Port St. Joe, FL.
2. The scope of work includes construction of a new wet well and installation of an irrigation pump station near the #10 pond meeting the following requirements:
  - a. The pumps, motors, and panel are located on site (see attached photos)
  - b. The station consists of two (2) Goulds Pumps, 5 stage, 500 GPM each, Model VIT-CT, and one (1) jockey pump. The motors are 50 HP, manufactured by US Motors, 3 Phase, 230/460V.
  - c. Contractor shall construct a concrete wet well of adequate size for the pump station and install all components of the station needed to become fully operational including electrical.
  - d. The proposed location of the station will be on the south end of the #10 pond.
  - e. All bidders are strongly encouraged to visit the project site to review the existing equipment and the location of the new station. Site visits can be scheduled by contacting the golf shop at 850.227.1751 or by emailing Clay Smallwood, P.E. at [csmallwood@gulfcounty-fl.gov](mailto:csmallwood@gulfcounty-fl.gov)

The County along with an evaluation team of County staff employees shall evaluate all responsive proposals. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained therein.

The County reserves the right to negotiate a contract in which, the judgment of the County, would best serve the interest of Gulf County, including the right to withdraw from negotiations, the right to limit negotiations to a single proposer or to otherwise modify the scope of services or terms hereof without further notice.

Ultimately, the County shall reserve the exclusive option and right to award a contract which will result in the lowest or best cost (or greatest benefit) to and provide the best and most comprehensive services to and be in the best interest of Gulf County and meeting those needs and requirements presented by the Gulf County staff in the RFP.

## ***SECTION 2 – PROCUREMENT RULES AND INFORMATION***

### **2.1 Contact Person:**

All questions regarding this Request should be directed in writing; preferably by email to Clay Smallwood, P.E. at [csmallwood@gulfcounty-fl.gov](mailto:csmallwood@gulfcounty-fl.gov). **Questions shall be submitted no later than 3:00 PM (Eastern) on September 8<sup>th</sup>, 2020.** Failure to submit requests in

writing by the specified time shall not be grounds for a protest. Written requirements in the Request or its amendments are binding, but any oral communications between the bidder and the County are not.

## 2.2 CALENDAR EVENTS:

DATE/TIME	ACTION
Sept. 11, 2020 no later than 4:00 PM (Eastern)	Proposal Submission Deadline
Sept. 14, 2020 at 4:30 PM (Eastern)	Sealed proposals opened by County in Public Meeting

## 2.3 SUBMISSION OF PROPOSAL:

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this Request for Proposal. Fancy bindings, colored displays and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein. The Contractor shall submit one (1) original and three (3) copies as stated above.

## 2.4 PROPOSAL OPENING:

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

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Kari Summers, Deputy County Administrator at (850) 229-6106 and or at [ksummers@gulfcountry-fl.gov](mailto:ksummers@gulfcountry-fl.gov) and a copy of your correspondence to [lroberts@gulfcclerk.com](mailto:lroberts@gulfcclerk.com) at least five (5) working days prior to the event.

## 2.5 INSURANCE REQUIREMENTS:

Contractor shall at all times during the Contract period maintain in full force and effect workers compensation, comprehensive general liability, builder's risk, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, builder's risk, 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. \$2,500,000 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. \$3,000,000 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. \$1,000,000 per occurrence and \$2,000,000 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.
5. Builder's Risk insurance on a completed value basis, in the amount of the full insurable replacement cost thereof.

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 be 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.

## 2.6 COST OF PREPARING PROPOSALS:

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

## **2.7 DISPOSAL OF PROPOSAL:**

All proposals 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 RFP. Selection or rejection of this proposal will not affect this right. Any submitted proposal shall remain a valid proposal for sixty (60) calendar days after the submission date.

## **2.8 PROPOSAL RULES FOR WITHDRAWAL:**

A proposal may not be withdrawn for a period of sixty (60) calendar days after the date of the RFP opening. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

## **2.9 REJECTION OF PROPOSAL:**

**The County reserves the right to accept or reject any and all proposals as may be 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 nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer 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 Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer 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 to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award.

## **2.10 VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed and in writing will be recognized by the County, as duly

authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

#### **2.11 SALES AND USE TAX:**

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

#### **2.12 PUBLIC ENTITY CRIMES:**

The Proposer 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

#### **2.13 DRUG FREE WORKPLACE:**

The Proposer must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, 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 proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

#### **2.14 ADDENDUMS:**

The County may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be posted to the County's website at [www.gulfcounty-fl.gov](http://www.gulfcounty-fl.gov). The Addendum Acknowledgement Form shall be signed by an authorized company representative, dated, and returned with proposal.

#### **2.15 NOTICES:**

Any notices to be given under this RFP shall be given by United States Mail, addressed to Proposer 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.

#### **2.16 PROTEST:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal 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, Kari Summers 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, Kari Summers within ten (10) calendar days after filing written notice of intent.

#### **2.17 BOND:**

All bidders shall submit a bid security made payable to the Gulf County Board of County Commissioners in an amount of 5% of the bidder's maximum bid price in the form of a certified check, bank money order, or a bid bond.

### ***SECTION 3 – AWARD OF PROPOSAL***

The Board will award this RFP to the responsive proposer. In the event the best proposer is found to be non-responsive, the County may proceed to the next best responsive proposer and continue the award process.

### ***SECTION 4 – TERMS AND CONDITIONS:***

#### **5.1 TERMINATION OF CONTRACT:**

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

#### **5.2 CONTRACT TIME / LIQUIDATED DAMAGES:**

The contract time for this work shall be thirty (60) calendar days. Contractor shall pay the County \$250.00 for each calendar day that expires thereafter.

## **APPENDIX A – PHOTOS**



## **APPENDIX B – FORMS**

**PUBLIC ENTITY CRIMES**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

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

This sworn statement is submitted to **The Board of County Commissioners,**  
**Gulf County, Florida** by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_; (if the entity has no FEIN, include the Social Security Number  
of individual signing this sworn statement: \_\_\_\_\_).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good 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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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.

**I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:**

**A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who 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 a prima facie 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.**

**I understand that “person” as defined in Paragraph 287.133(l) (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.**

**Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

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

**\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.**

**\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,**

or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_.  
Personally known to me \_\_\_, or produced the following identification as proof of  
identity. \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name  
Commission Expires: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**  
**(This form must be completed and attached to proposal)**

Identical tie bids: 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 that 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 in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
3. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (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 work place through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Federal I.D. Number or SSN

\_\_\_\_\_  
Printed Name