



Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

RFQ #2023000259

Date:	01/11/2023
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Charlotte County Purchasing Division
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Stacey Trowbridge, Contract Specialist
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Reply No Later Than: January 27, 2023 (3:00 p.m. EST)

Scope of Services

LIFT STATION OPERATION AND MAINTENANCE – ANNUAL CONTRACT

PURPOSE: It is the intent of Charlotte County to secure the services of a professional, licensed individual or firm for services specific to lift station operation and maintenance as described within the Scope of Services.

The license(s) required to perform the services for this project are: Certified/Registered Building, Certified/Registered General

QUOTE PRICES: Completion time shall be expressed by the established service time. The price quoted shall include Contractor's cost in full for all transportation, labor, materials, and equipment used in performing the services herein. These prices shall be considered firm effective from Date of Award through and including December 31, 2023. This quote may be extended/renewed for two (2) additional one (1) year periods, by mutual consent, at the same prices, terms, and conditions.

PRE-QUOTE CONFERENCE: A pre-quote conference will be held on JANUARY 18, 2023, 11:00 a.m. (EST) to answer questions and discuss the requirements of the County, in the Charlotte County Purchasing Division Conference Room, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida. Attendance of this meeting is not mandatory; however, interested quoters are encouraged to attend.

EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

NOTICE TO PROCEED: A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the County will proceed on the assumption that the quoter intends his quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

CANCELLATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 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".

EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

SCOPE OF SERVICES: The professional, licensed individual or firm selected for this contract will be required to provide all equipment, materials, and labor required to complete the following services as specified by the lift station equipment manufacturers and in accordance with utility industry "best practices":

Services to be performed at the following locations:

1. LSSC-A	C.A.R.E. Facility	Punta Gorda
2. LSSC-B	Fire/EMS Station #13	6868 San Casa Drive, Englewood
3. LSSC-C	Cedar Point Park	2300 Placida Road, Englewood
4. LSSC-D	Englewood Beach	2100 North Beach Road, Englewood
5. LSSC-E	San Casa Football	6791 San Casa Drive, Englewood
6. LSSC-F	Fire/EMS Station #11	27055 Rushmore Street, Harbour Heights
7. LSSC-G	Carmalita Park #1	2505 Carmalita Street, Punta Gorda
8. LSSC-H	Carmalita #2 PW	7000 Florida Street, Punta Gorda
9. LSSC-I	Oyster Creek Park	6791 San Casa Drive, Englewood
10. LSSC-J	Englewood Annex	6868 San Casa Drive, Englewood
11. LSSC-K	Sheriff's Range	25500 Airport Road, Punta Gorda
12. LSSC-L	Carmalita Softball	2508 Carmalita Street, Punta Gorda
13. LSSC-M	BOCC Sportspark	2300 El Jobean Road, Port Charlotte
14. LSSC-N	Loveland CCSO D1	3101 Loveland Boulevard, Port Charlotte
15. LSSC-O	Lake Betty Park	2215 Conway Boulevard, Port Charlotte (not yet completed)

The County reserves the right to add or delete any location(s) during any part of the Contract period. The County shall issue a change order for additions and/or deletions to contract quantities with the appropriate cost adjustment associated with the change to the contract.

NOTE: Awarded Contractor shall install placards with emergency contact information and phone number at each lift station listed above. Contractor shall be available to respond to emergency calls 24 hours per day 7 days per week including holidays. Emergency response time shall be two (2) hours or less from time of contact

A. Monthly routine inspections to include but not be limited to:

1. Monthly inspections to be completed within the first 15 days of each month
2. Remove and dispose of any debris from the surface of the lift station wet well that may interfere with the operation of the lift station
 - Pulling pumps is not included in the base fee for monthly inspections but is required for the annual inspections
3. Log hour meter reading for all pumps on sheet located in the control panel
4. Run each pump manually and record amp draw in the maintenance log located in the control panel
5. Record voltage readings on the load side of the main breaker in the maintenance log
6. Cycle alarms to confirm both audible and visual indicators are working properly
7. Confirm float levels are properly set to prevent surcharging inverts
8. Confirm floats are free from grease buildup and clean as necessary
9. Inspect pump cable and pump chains for the following conditions:
 - Cable and chain wear
 - No interference with pump suction
 - Securely mounted/supported
10. Confirm proper operation of pump alternation
11. Exercise all isolation valves completely closed and return to completely open position
12. Confirm all electrical connections are tight and electrical panel door seal is secure
13. Lubricate each lock (gate, panel, disconnect, valve vault, wet well) and confirm locked status
14. Inspect check valves to ensure proper operation
15. Inspect all visible piping for cracks, leaks, and damage

B. Quarterly pump and panel inspections:

1. Quarterly inspections to be completed within the first 15 days of the month in the following months:
 - October
 - January
 - April
 - July
2. Complete all monthly inspection criteria
3. Record megger meter readings of each phase of motor
4. Check all breakers, fuses, phase monitors, and relays
5. Record voltage supply between all phases throughout the control panel
6. On three phase 230v stations confirm voltage on B leg is the high leg
7. Record amperage draw on all phases of the motor
8. Check condition of the motor thermal protection control system (if equipped)

- C. Annual pump and panel inspections:
1. Annual inspections to be completed within the first 15 days of July
 2. Complete all quarterly inspection criteria
 3. Remove all pumps from the wet well for visual inspection
 4. Check condition of upper and lower shaft seals
 5. Check condition and operation of leak and bearing sensors (if equipped)
 6. Inspect condition of oil in oil housing
 - Change as needed
 - Properly dispose of used oil in accordance with:
 - <https://www.charlottecountyfl.gov/departments/public-works/solid-waste/household-hazardous-waste.stml>
 7. Check condition of impeller
 8. Check condition of impeller wear rings (rotating and stationary)
 - Wear rings are a wear item and are not include in the cost of this contract
 9. Check for unusual noise in the upper and lower bearings
 10. Check for physical damage of power and control cables
 11. Confirm correct rotation of impeller
 12. Reinstall pumps and confirm proper operation (if liquid level in wet well permits)
 13. Pump down wet well and spray, rinse and flush interior of wet well (if water is available)
 14. Isolate check valves and remove covers:
 - Remove debris
 - Inspect flapper, seat, shaft, and position indicator
 - Re-assemble and return to service

- D. Estimate procedures for repair work outside of preventative maintenance: Contractor shall submit itemized work assignment estimates and all work shall be coordinated through Charlotte County Utilities Department (CCUD), or his designee. An estimate shall be provided and include costs for all labor, materials, permits, equipment, machinery, transportation, delivery, subcontractor pricing and mark-up, tools and incidentals necessary for completion of the work.

Labor Rate is defined as a per hour price and shall be inclusive of a licensed Contractor, general laborers or helpers as required.

A fixed seven (7%) percent mark-up shall be assessed for all materials purchased.

A fixed seven (7%) percent mark-up shall be assessed for all subcontracted work, professional and testing submittals and/or special needs equipment and rental equipment.

Prior authorization for special needs equipment charges/rentals with estimated time frame must be approved by the County.

Contractor shall provide competitively priced subcontracted work, materials and/or equipment. Itemized subcontractor estimates are required with the Contractor's estimate and shall include subcontractor name, and scope of work performed. Detailed by labor, materials, equipment and permits as may be applicable. No changes to subcontractors entered on an estimate shall be made without prior written approval by the County.

Charlotte County reserves the right to verify any information submitted for an estimate and/or seek additional information regarding Contractor's and subcontractors' qualifications to perform the proposed work. The Contractor agrees to provide such additional information relating to his qualifications as may be requested by the County, prior to award of work assignment.

No work shall be commenced under this contract unless a Purchase Order has been issued. All work shall be complete on or before the date set forth in the Purchase Order.

The Contractor reserves the right to bill the County for time required in preparing written detailed estimates only in those cases where the County does not proceed with said project within 120 calendar days of submittal, unless otherwise agreed upon. This time for producing, such an estimate, shall be billed in accordance with the Hourly Bid Rate for estimator's hours only. Response to all County requests, for such an estimate, shall be produced & submitted in a timely manner. Some estimates will require simple processing by an estimator requiring eight (8) hours or less and shall be completed and submitted in five (5) business days or less. However, whenever complex processing and or detailed drawings are required or when such estimates are anticipated by the Contractor to exceed eight (8) hours written County preauthorization shall be required.

Estimates shall be submitted to, and all work shall be coordinated through, the Charlotte County Utilities, or his designee.

NOTE: Quarterly and Annual service guidelines should follow pump manufacturers' recommendations. Lockout/Tagout and OSHA regulations shall be followed. Wastewater spills of 25 gallons or more shall be reported to FDEP. Spills of 1,000 gallons or more and spills of any amount affecting surface waters shall be reported to FDEP, FDEP Public Pollution Notice, and State Warning Point. Copies of reports shall be sent to Owner and Permitted Wastewater Treatment Plant/Reclamation Facility. All spill cleanup is the responsibility of the contractor. Time and material for cleanup shall be billed to the appropriate lift station owner.

SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

SAFETY AND HEALTH REQUIREMENTS: Charlotte County Safety and Health Requirements specifically outline the purpose, authorization, rules, and techniques to be utilized by all Contractors performing work for Charlotte County. All Contractors should become familiar with the contents of this program to ensure compliance with its procedures. The Contractor shall submit a Contractor Health and Safety plan to the County prior to commencement of work. (See attached requirements)

PAYMENT: All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE – Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- General Aggregate \$ 1,000,000
- Each Occurrence \$ 1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$ 1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident, bodily injury or disease \$ 1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

Additional Insured – All policies, except for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

CRITERIA FOR AWARD: Award of this quote shall be to the overall lowest responsive, responsible quoter meeting or exceeding the requirements of the specifications set forth herein. Another consideration of award may be references.

The County reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest quoter is deemed non-responsible by the County, such quoter shall receive written notice from the County of this determination. The quoter shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the quoter's responsibility. The County shall make a final determination regarding the quoter's responsibility at the time of award of the contract.

**SAFETY AND HEALTH REQUIREMENTS
LIFT STATION OPERATION AND MAINTENANCE – ANNUAL CONTRACT
RFQ NO. 2023000259**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Environmental Health and Safety Manager.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Environmental Health and Safety Manager or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

DUE DATE: Please email quote to stacey.trowbridge@charlottecountyfl.gov

Stacey Trowbridge, Contract Specialist

Quote must be received no later than 3:00 p.m. (EST), January 27, 2023

QUOTE RESULTS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 232594. No information regarding the submittal will be divulged over the telephone.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **LIFT STATION OPERATION AND MAINTENANCE – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 workplace through implementation of this section.

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

Signature _____

Dated _____

Quoter's Name: _____

(This page to be returned)

REFERENCES: LIFT STATION OPERATION AND MAINTENANCE – ANNUAL CONTRACT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Quoter's Name: _____

(This page to be returned)



Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

Date: 1/24/23

Page: 1 of 1

RFQ #2023000259 - Addendum #1

Charlotte County Purchasing Division
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Stacey Trowbridge, Contract Specialist
Phone: 941.743.1526
Email: Stacey.Trowbridge@charlottecountyfl.gov

FAX: 941.743.1384

Reply No Later Than: January 27, 2023 @ 3:00 p.m. (EST)

LIFT STATION OPERATION AND MAINTENANCE – ANNUAL CONTRACT

Quoters are hereby notified that this Addendum shall be made a part of the above named quote documents. The following items are issued to add to, modify, and clarify the quote documents. These items shall have the same force and effect as the original quote documents. Quote Forms, to be submitted on the specified date, shall conform with the additions, deletions and revisions listed herein

ITEM #1: QUESTIONS/ANSWERS

Q1. QUESTION: Will Charlotte County accept an Underground Utility License?

A1. ANSWER: Yes - The license(s) required to perform the services for this project is revised to: Certified/Registered Building, Certified/Registered General, Certified/Registered Underground Utility

Quoters are required to acknowledge receipt of this addendum on their quote forms. All other terms and conditions of the original bidding and contract documents remain the same.

Cheri Alexander

Cheri J. Alexander, C.P.M., CPPB
Acting Senior Division Manager - Purchasing