Sarasota County

REQUEST FOR QUALIFICATIONS ("RFQ") – PART I

RFQ #: 262902MKM

RFQ TITLE: Roof Replacement Services

1.0 PURPOSE

Sarasota County ("County"), a political subdivision of the State of Florida, will receive proposals on the date indicated in OpenGov Procurement ("OpenGov"), the County's electronic procurement portal, for the purpose of selecting qualified Contractors to provide roof replacement services, as described herein. Proposers are required to comply with Part II, Scope of Services.

OpenGov is located at https://procurement.opengov.com/portal/scgov

2.0 PROPOSER

2.1 For the purpose of this RFQ, the term "Proposer" is defined as the legal entity submitting the proposal.

2.2 Proposers intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Proposer.

3.0 QUALIFICATIONS

3.1 Required Experience

3.1.1. Proposer must provide a minimum of three (3) verifiable commercial, governmental, or industrial project references demonstrating their experience providing roof replacement services within the past seven (7) years.

3.1.2. At least one reference must be for a governmental project with a minimum construction cost of not less than $250,000.00.

3.1.3. Only references provided at the time of submittal will be used to verify qualifications have been met.

3.2 Required Licenses and/or Certifications

3.2.1. Proposer must be a Licensed Roofing Contractor registered in Sarasota County or the State of Florida. License must be active at the time of the bid opening.

3.2.2. Failure to submit proof of required license(s) or certification(s) within five (5) business days after request from the County may result in Offeror being declared non-responsive.

4.0 MEETINGS & SCHEDULE

An anticipated schedule is provided in the Timeline posted in OpenGov. All meetings will take place at the time, date, and location specified in the Solicitation Timeline.

5.0 SUBMITTAL INSTRUCTIONS

Refer to Submittal Instructions section in OpenGov for instructions on how to submit a proposal. Proposers are advised to review the General Terms and Conditions of Solicitations which are available in OpenGov.

6.0 VENDOR QUESTIONNAIRE

All proposers must complete the required forms and information included in the Vendor Questionnaire section of OpenGov. Completed forms and other requested documents must be uploaded with proposer's submittal in OpenGov. Proposers who fail to complete and upload required forms and documents or fail to provide responses to questions in the Vendor Questionnaire section of OpenGov may be found non-responsive.

7.0 SELECTION PROCESS

7.1 All timely responses meeting the criteria set forth in this RFQ shall be considered by the County.

7.2 Proposers will be evaluated based upon the information provided as requested in this RFQ.

8.0 AWARD

8.1 It is the intent of the County to establish a pre-qualified pool of contractors for future projects. The County intends to award contract(s) to all responsive and responsible proposer(s).

8.2 All Projects will be quoted by all Contractor(s) awarded Term Contracts resulting from this RFQ. Each project will be awarded to the Contractor submitting the lowest lump sum quote for that project.

8.3 The County reserves the right to contract for a term less than or greater than the duration indicated in OpenGov.

8.4 The successful Proposer(s) shall be required to submit proof of licenses or certifications as required by the County.

8.5 Contract

A draft of the contract that the successful Proposer(s) will be expected to sign (a Term Contract) is posted on the Procurement website, shown below. The County may, in its sole discretion, select a different contract type or revise the one referenced above following the recommended award of this solicitation.

https://www.scgov.net/government/procurement/contract-templates

9.0 CONTINGENCY

☒ Only applicable if this box is checked

If during the performance of construction or repair work, an unforeseen circumstance occurs that triggers an additional expense, a contingency of up to 10% may be allowed. Any use of contingency funds is subject to the written approval of the County project manager, and any unused contingency shall not be paid out as a part of any final payment.

10.0 PERFORMANCE AND PAYMENT BOND

☒ Only applicable if this box is checked

10.1 For Purchase Orders (POs) (including contingency amounts) of $200,000.00 or more, a performance and payment bond of 100% of the PO amount shall be required. Any bonding company submitting a performance and payment bond to Sarasota County Government must be licensed to transact a fidelity and surety business in the State of Florida and shall have an A.M. Best rating of: if bond is under $500,000 "B+" (very good) or better, and over $500,000 "A-" (excellent) or better, and a "T" Underwriting Limitation not exceeded by this project's bond.

10.2 Execution of Bonds and Power of Attorney

10.2.1. If the successful Bidder is a partnership, each bond should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporate name by a duly authorized officer, agent or attorney-in-fact. The appropriate number of bonds should be executed to correspond to the number of signatories to the contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of power-of-attorney or other certification of authority where bond is executed by agent, officer or other representative of successful Bidder or surety; (c) duly certified extract from by-laws or resolutions of Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued.

10.2.2. Attorneys-in-fact who sign bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate.

(End of Part I)

PART II
SCOPE OF SERVICES

1. OVERVIEW

   A. Contractor shall furnish all labor, materials, equipment, tools, consumables, transportation, and incidentals required to perform roof replacement services ("Project(s)"), including recovering, on an as-needed basis at facilities and structures either owned or operated by Sarasota County as described herein. These facilities include office buildings, warehouses, infrastructure operations buildings (such as water plants), jails, courthouses, clinics, fire stations, and various parks and recreation facilities. Projects will be assigned in accordance with Assignment of Work described herein.

   B. The majority of County roofing projects encompass asphalt shingle roofs, modified bituminous protected membrane roofs, and thermoplastic roofs. Contractor shall be knowledgeable and have experience installing these types of roof systems among others considered routine in the industry.

   C. Contractor shall, at the request of the County, subcontract for bat abatement services. The County will delineate the need for these services in the scope of the work, on a per-project basis, and a separate allowance for bat abatement will be listed on a separate bid line in the OpenGov quote request.

   D. The total cost of an individual Project quote shall not exceed the current Annual Bid Threshold limit as stated in Florida Statute 255.20. including any County authorized contingency and allowances, permits, bond fees and the like. The lump sum price quoted by the Contractor and the contingency added by the County, if any, constitutes the maximum price the County shall pay the Contractor upon satisfactory completion of the project. The County will competitively bid, separately from this Contract, all projects estimated or quoted to exceed this threshold.

2. ASSIGNMENT OF WORK

   A. Contractors shall be engaged to perform specific projects through the issuance of awarded requests for project quotes.

      i. Requests for project quotes shall be issued to all Contractors in writing through OpenGov, the County's online bid platform.

      ii. Contractors are expected to participate in all site visits and project quote opportunities.

      iii. If a Contractor declines to provide a quote on two (2) projects in a twelve-month period, their contract may be terminated at the sole discretion of the County.

   B. If a site visit is scheduled, the time and location shall be identified in the quote request.

      i. Contractor's who do not attend a scheduled mandatory site visit are ineligible to submit a quote for that project.

C. Each Contractor shall respond to the County's request by the dates specified in OpenGov.

D. The County will set a permit allowance for each project. It shall be the Contractor's responsibility to determine and obtain all necessary permits for the project.

E. Contractors' project quotes in response to the OpenGov request shall constitute the all-inclusive cost for the project. The lump sum price shall include all costs required to complete the job, including, but not limited to trip charges, labor, mileage, vehicle charges, travel, fuel, travel times, site preparation, equipment, materials and warranty and shall represent the maximum allowable cost for the Project.

F. The County will add a 10% contingency to the project quote request. This contingency amount shall only be used with prior written approval by the County. No additional work shall commence until the County approves the contingency.

G. The project shall be awarded to the Contractor submitting the lowest responsive and responsible quote for that project.

H. A County purchase order ("PO") shall be issued to the awarded Contractor and shall serve as the official Notice to Proceed. The County's Project Manager ("PM") for each project will be clearly identified on the PO. Contractor shall provide a copy of all required permit(s) to the PM within ten (10) business days of issuance, but no later than the project commencement date.

3. SCOPE PARAMETERS

A. Best Practices

i. Contractor shall follow all manufacturer's recommended practices and guidelines for use of all materials and equipment.

ii. Contractor shall comply with the County's specifications as provided for each project scope of work.

iii. Contractor's supplied materials shall meet the specifications and requirements set by the County for each project. If specifications are not included, Contractor shall provide materials that meet or exceed industry standards.

iv. All materials to be used shall be selected and installed by Contractor in such a manner as to be the most compatible and functional for use with the existing roofing system to be serviced.

v. Contractor shall take all necessary precautions to protect all surfaces, vehicles and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by Contractor.

B. Coordination

i. Contractor shall coordinate starting dates for each assigned project with the County.

ii. Quote requests posted in OpenGov will state whether the work is to be performed during Normal Business Hours or After Normal Business Hours (as defined in Section 6 of the Scope of Services contained herein). Contractor shall be available to perform requested services at the times specified by the County and their pricing shall be based on schedule requirements.

iii. Upon receipt of the County's PO, Contractor shall continuously and expediently complete the work as specified.

iv. Contractor shall notify the County whenever they are on County property to perform requested work.

v. Contractor shall coordinate work so that there is minimal to no interruption to daily work or County services at any location.

vi. Any delays in starting or completing the assigned project shall be communicated immediately, in writing, to the County.

a. If the starting delay date is not acceptable to the County, the County reserves the right to cancel the PO and reassign the project to the next lowest qualified bidder.

b. Contractor shall discuss contingency strategies with the County in the case of inclement weather, equipment failures, etc., that could result in delay of the completion of the project.

C. Specialized Equipment

i. Contractor shall be responsible for providing specialized equipment that is not typically used in standard roof replacement services. This specialized equipment includes, but is not limited to, high lifts, scaffolding, and sling stages required to replace roofing structures at any County-owned or operated facility. This encompasses various types of buildings, including single-story buildings, multi-story buildings, and similar structures.

ii. Contractor shall obtain written approval from the County before using specialized equipment as there could be mitigating factors which would prohibit its use.

iii. Specialized equipment may be owned or rented by Contractor. All costs associated with specialized equipment shall be included in the Contractor's all-inclusive quote.

D. Final Inspection and Correction of Work

i. Contractor shall notify the County either by phone call or email, when the project is complete and ready for the County's final inspection. Some County departments may utilize the County's Work Management

System ("WMS"). If the WMS is utilized, notification shall be made through this system.

ii. At the request of the County, Contractor shall perform a joint inspection with the County.

iii. If deficiencies are discovered by the County, the County shall document the issues in writing, hereinafter known as a "Punch List". The Punch List will include, but not be limited to, photos and detailed descriptions of the observed deficiencies and shall be provided to Contractor via email or the County's WMS.

iv. Contractor shall respond to the County in writing, within one business day, acknowledging the County's Punch List and shall complete the Punch List within three business days of the County's initial notification.

v. Contractor shall bear all costs associated with completing the Punch List.

vi. After final inspection, the County shall accept completion of the work through an email acknowledgement, if Contractor has satisfactorily completed all required contract deliverables as described in the assigned project, including the items listed on the Punch List, and no new deficiencies have been recorded.

4. CONTRACTOR RESPONSIBILITIES

A. Every Contractor crew must have at least one (1) employee on site that can effectively communicate in English with the County staff and with the general public.

B. Contractor shall provide an employee who shall be present during the course of work, who can make on-site decisions, and shall act as a fully authorized agent of Contractor. The employee shall be knowledgeable about all procedures and practices applicable to the contracted service requirements and conditions.

C. When on site, all Contractor's personnel shall have access to cell phone or radio to communicate with each other, any subcontractors and the County.

D. Contractor's employees shall have identification, including a uniform or lanyard with badges identifying the company name.

E. Contractor's vehicles shall have identification (i.e., a sign affixed to the vehicle) and be equipped with proper safety equipment as required by transportation authorities and site conditions.

F. Meeting Attendance:

i. Mandatory Kick-Off Meeting: Upon execution of the contract, the County may schedule a mandatory kick-off meeting. Contractor shall attend the meeting with various County representatives, to discuss important information related to the contract and scope of services.

ii. Performance and Project Report Meetings: Contractor shall be required to participate in performance and project report meetings as deemed necessary by the County, during the term of the contract.

iii. The County shall not be responsible for payment to Contractor for any briefings or meetings held between the County and Contractor, as these meetings are to the mutual benefit of both parties.

G. Contractor shall provide the County's Administrative Agent ("AA") with one of the following:

i. The phone number of their answering service that is monitored 24-hours per day for emergency response, or

ii. Two (2) points of contact (a primary and a secondary) along with each contact's phone number, who will also handle emergency response if no answering service is provided.

H. If the phone number or points of contact change during the duration of the contract, Contractor shall immediately notify the County's AA of the change and provide updated information.

I. All correspondence between the County and Contractor concerning services within the scope of the contract shall contain the contract number, work order (WO) number (if provided) and PO number.

J. Contractor is responsible for any damage to County or third-party property caused by Contractor or their employees. Contractor shall report all damage on the site immediately to the County's PM or the County's AA. Restoration shall be made to the County's satisfaction.

K. Contractor shall ensure conditions on the work site always reflect good housekeeping and safety practices. Contractor shall be responsible for all trash and debris disposal, resulting from work performed by Contractor, from the work site.

L. Contractor shall document and report all safety-related incidents on the project site immediately to the County's Project Manager or the County's AA.

M. All material stored at a County facility by Contractor or subcontractors working for Contractor to be used in work performed at that facility must be stored in an approved area, authorized by the County PM.

i. Stored tools, equipment and materials (all parts and pieces), belonging to Contractor or a representative (subcontractor) of Contractor, and stored at a County site, shall be the sole responsibility of Contractor. The County shall not be held liable for missing or stolen items.

ii. If required by the County, and within 48 hours written notice by the County's Project Manager or AA, Contractor shall remove any stored tools, equipment and materials from County sites.

N. Contractor shall, under no circumstances, remove any equipment containing a County asset sticker. Contractor shall notify the County's

Project Manager or AA by phone or in writing that equipment identified for removal contains an asset sticker. Once the asset tag is removed by County staff, Contractor may proceed with removal.

5. BACKGROUND CHECKS

A. Contractor's personnel may be required to have unescorted access to County and Judicial offices and other areas containing certain criminal justice records and is now required by federal and state law to submit to an electronic criminal background check, fingerprinting and a biannual short training program provided by the Florida Department of Law Enforcement (FDLE). An authorization and consent for release of personal information form must be completed and acknowledges that Sarasota County Government and the Sarasota County Sheriff's Office may conduct an investigation of criminal history information on file in local, state or federal agencies. A Secure Criminal Justice Information Services (CJIS) Facilities Addendum is attached hereto and incorporated herein and details the security requirements.

B. All Contractor personnel who will perform services in designated Sarasota County facilities must pass FDLE's CJIS background checks. Sarasota County shall provide the forms to Contractor for completion. Said forms shall be forwarded to the County to perform the background checks for acceptance or rejection before Contractor's personnel may enter County facilities to provide the services herein described.

C. The County reserves the right, in its sole discretion, to preclude or deny access to any person known to be or thought to be a security risk. Failure of Contractor's personnel who will perform services in Sarasota County facilities to pass the CJIS clearance may result in termination of the Contract.

D. Contractor shall ensure that unauthorized persons cannot gain access to rooms, areas, or buildings under the control of their personnel. At no time shall Contractor violate building and/or room security by propping doors or gates open and leaving them unattended unless the County has provided its own security door monitor. All gates, entrance and exit doors shall be secured at all times.

E. Contractor staff working in the 12th Judicial Circuit Court buildings will also be required to complete an "Authorization and Consent for Release of Personal Information and Criminal Background Check" form provided by the Court.

F. All work performed at the County's jail facilities shall require Contractor's employees to provide a Vendor Tool Inventory pursuant to the rules and regulations of the Sarasota County Sheriff's Office. The County's jail facilities shall provide Contractor's employees with the Vendor Tool Inventory form to complete as directed by County Jail staff. The Vendor Tool Inventory form requires Contractor to list all inventory brought into the jail and out of the jail, which shall be verified by County jail staff.

6. HOURS OF WORK

   A. Normal Business Hours are defined as Monday through Friday 7:00 a.m. – 5:00 p.m., except County-observed holidays.

   B. After Normal Business Hours are defined as Monday through Friday 5:01 p.m. – 6:59 a.m., weekends, and County-observed holidays.

7. INVOICING

   A. Contractor shall invoice the County within two (2) weeks of completion of the work. The invoice shall clearly indicate the County's WO number and PO number. Contractor shall indicate on the invoice if it is the final billing.

   B. Contractor's invoices shall exhibit the following:

      i. Line one (1) of Contractor's invoice shall list the all-inclusive cost that was submitted to the County in OpenGov, less the contingency.

      ii. Line two (2) of Contractor's invoice shall list any approved contingency costs. The County's written approval of contingency costs shall be attached to the invoice. Any unused contingency costs shall not be paid out as part of any final payment.

      iii. Line three (3) of Contractor's invoice shall list permit fees (if required). Permit fees shall be reimbursed at the actual cost of the permit, regardless of the allowance listed in the Pricing Table on OpenGov. Contractor shall provide a copy of their receipt with the invoice.

8. WARRANTY

   A. All work and materials provided by Contractor shall be fully warrantied from the date of County's acceptance. The warranty for the labor shall be at least two (2) years and materials shall be warranted for a period of at least 20 years.

   B. Contractor warrants to the County that all materials and equipment furnished under a resulting term contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the specifications or project scope of services. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County's AA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9. SUBCONTRACTING

   A. The Contractor shall perform all operations and incidentals necessary to complete the Project. The Contractor may subcontract a portion of the work but shall perform with its own organization work amounting to not less than 51% of the total PO amount.

   B. Any request for use of subcontractors shall be posted as a question in OpenGov on a per-project basis. The use of subcontractors shall be pre-approved in writing, through the OpenGov project response by the County.

Unless stated otherwise within this scope, or in the project quote request in OpenGov, any approved subcontracting costs should be a part of Contractor's lump sum bid price.

10. COUNTY WORK MANAGEMENT SYSTEM (WMS)

A. Some County departments utilize Maximo, a computer-based WMS. Contractor may opt to utilize the County's WMS via an internet website for interacting with WOs and reporting performance.

B. Contractor may elect to attend a WMS training session provided by the County to learn how to properly use the County's WMS to access WOs and report performance. This training session is expected to last no longer than four hours. The costs associated with training and utilization of the WMS shall be considered overhead and incidental to the contract. The County will not pay Contractor for attending WMS training.

C. Contractor is not required to purchase or install software to utilize the County's WMS. If utilizing the County's WMS, Contractor shall maintain computing equipment with the following minimum specifications:

i. Hardware: Any tablet or personal computer running IOS 8 or Windows 7 or later;

ii. Software: Safari or Chrome

iii. Internet: High speed internet connection & power source

(End of Part II)

Sarasota County

PART III – INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

PART III – INSURANCE REQUIREMENTS

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

B. COMMERCIAL GENERAL LIABILITY: Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than $1,000,000.00 each occurrence, $2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County** as an additional insured on the Commercial General Liability coverage.

C. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability with limits not less than $1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

   If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

D. UMBRELLA/EXCESS LIABILITY: Contractor agrees to maintain Umbrella or Excess Liability insurance with limits of not less than $2,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

(End of Part III)