



OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT SERVICES DIVISION
REQUEST FOR QUOTATION FOR:
INDOOR AIR QUALITY TESTING

RFQ
Number

10-150-FH

BIDDER INFORMATION:

Company Name:.....
Address:.....
Address:.....
City/State/Zip
County.....
Contact Person.....
Phone Number.....
Fax Number.....
Email:
VENDOR SIGNATURE.....
Title.....
Date.....

RESPOND BY: 10:00 A.M., Friday, March 12, 2010

Osceola County Procurement Services Division
Contact Person:
Address: 1 Courthouse Square Suite 2300
City, State, Zip: Kissimmee, FL 34741
Phone Number:407-742-0929
Fax Number407-742-0901
Email: fhol@osceola.org
For Office/Division: General Services
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RETURN BY DUE DATE AND TIME VIA FAX OR MAIL TO CONTACT PERSON STATED ABOVE.
Attn: Osceola County, Procurement Services Division, 1 Courthouse Square, Suite 2300, Kissimmee, FL 34741

BACKGROUND

1. The Osceola County Board of County Commissioners has a need for indoor air quality testing for County buildings and facilities.
2. There are approximately 40 sites, including administrative buildings, fire departments, libraries, health departments, etc., that may require testing and recommendations for mitigation. REMEDIATION IS NOT PART OF THIS PROJECT.
3. The awarded contractor shall be responsible for obtaining all permits necessary for engagement of the any testing work.

SCOPE OF WORK

The Osceola County Board of County Commissioners is seeking quotes to provide Indoor Air Quality Testing Services to the Osceola County Board of County Commissioners (hereinafter known as "the County").

Specific services required shall include:

1. Investigation of indoor air quality concerns at offices within the County on an as needed basis.
2. Biological and chemical sampling of the area of concern to determine or confirm the presence of potential contaminants.
3. Presentation of investigative findings in a written report within 10 working days. The report will include, at a minimum, results of Temperature, Relative Humidity, Biological Analyses and Carbon Dioxide measurements. The report shall include recommendations for mitigation and correction of identified areas of concern.
4. A laboratory scientist experienced in Chemistry, Microbiology, and/or Physical testing shall review the testing and sample results.
5. If necessary, the scientist may be required to represent the County as an expert witness in proceedings involving indoor air quality issues.

6. List other value-added services, which relate to indoor air quality, radon measurement or asbestos.
7. Provide documentation of appropriate license(s) to perform the required services within Osceola County, Florida and/or the State of Florida.
8. The firm's professional staff must be able to respond within twenty-four (24) hours and/ or as needed to provide indoor air quality and related services, and must include the following:
 - a. Certified Industrial Hygienist, as recognized by the American Board of Industrial Hygiene (ABIH),
 - b. Certified Indoor Air Quality Professional (CIAQP), as recognized by the Association of Energy Engineers,
 - c. Professional Engineer,
 - d. Radon Measurement Specialist, and
 - e. Licensed Asbestos Consultant.
9. The firm's principal indoor air quality professional must have documented academic background covering public health and industrial hygiene. This professional must possess an advanced degree in physical science, biological science, or industrial hygiene (MS, MPH, MSPH, Ph.D.) and must have at least three (3) years experience in the investigation of indoor air quality problems. Identify the principal professional and each additional professional by title, which will be assigned to this project as follows:
 - a. Provide complete name and title.
 - b. Include a complete resume of his/her experience, educational and employment background, training and professional credentials.
 - c. Number of years with your firm.

Note: All indoor air quality investigations for the County shall be conducted by the firm's principal indoor air quality professional. Use of other personnel for field investigative functions shall be subject to the approval of the Director for General Services for the County.
10. The firm must be able to provide microbiological and chemical analysis (by a certified test laboratory) for indoor air quality and related investigations. Identify laboratory(s) used by firm along with address, telephone number and contact person.

Note: The County reserves the right to prohibit the use of any laboratory in analyzing samples.
11. Identify at least three (3) references for which indoor air quality related work has been performed over the last three years; to include location, date of contract, contact names, addresses and telephone numbers.

Reference #1:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #3:

Company/Agency Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

12. Identify at least one (1) instance where the firm's principal indoor air quality professional has served as an expert witness in at least one (1) legal proceeding involving indoor air quality or related issues.

13. Identify and list equipment and machinery available and ready for use with this contract.

14. List other qualifications the County should take into consideration.

15. Applicable Licensing:

- (a) *Local Business Tax Receipt (formerly Occupational License)*: If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be

provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.

- (b) *Other Licenses and Permits*: The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

16. **Local Preference**: The Osceola County Board of County Commissioners has established a multilevel local vendor preference policy. As such, "local preference" applies to Osceola County persons, firms, and/or corporations which meet the established criteria. The local preference is subject to the request for quotation and formal bid solicitation procedures of the Osceola County Administrative Code and shall be applied as follows:

- (a) Five percent (5%) of the net bid price up to \$249,999.99, as referenced on the bid price schedule.

FEE SCHEDULE

Please indicate your cost for the following services as indicated. Please include all expenses including labor, equipment and travel in the amounts listed below.

Diagnostic Personnel

1. Certified Industrial Hygienist	Per Hour	\$ _____
2. Certified Indoor Air Quality Professional	Per Hour	\$ _____
3. Professional Engineer	Per Hour	\$ _____
4. Radon Measurement Specialist	Per Hour	\$ _____
5. Certified Microbiologist	Per Hour	\$ _____
6. Licensed Asbestos Consultant	Per Hour	\$ _____
7. Expert Witness in Proceedings	Per Hour	\$ _____
8. Principal Indoor Air Quality Professional	Per Hour	\$ _____

Laboratory Analysis

1. Bioaerosols – Fungus – type and quantity	Per Sample	\$ _____
2. Bioaerosols – Bacteria – type and quantity	Per Sample	\$ _____
2. Bulk/ Wipe Samples - type and quantity	Per Sample	\$ _____
3. Legionella Pneumophila – Detection	Per Sample	\$ _____
4. Legionella Pneumophila - Identity	Per Sample	\$ _____

INSURANCE REQUIREMENTS

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Contractor and/or subcontractor shall maintain the following types of insurance, with the

respective limits:

1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

b. Bodily Injury: \$300,000 per person,
AND
Property Damage: \$100,000 per accident;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00);
 5. PRODUCTS LIABILITY: Two Million Dollars (\$2,000,000.00);
 6. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- C. **County as Additional Insured:** The successful Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners" as a Certificate Holder or Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. **Certificates of Insurance:** The successful Contractor and/or subcontractor shall provide the COUNTY's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holder's Box must read as follows:

Osceola County Board of County Commissioners 1 Courthouse Square Kissimmee, Florida 34741
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Any other wording in the Certificate Holders Box shall not be acceptable.

Non-conforming certificates will be returned for correction.

- E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

- F. **Subcontractors:** The successful Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory: _____

Date: _____

Copy of a Certificate of Insurance provided? _____ YES _____ NO (A copy of your Certificate of Insurance must be provided with your quote submission.)

- (1) All prices quoted shall remain firm for period of three hundred sixty five **(365)** calendar days after execution of an agreement for this quotation.
- (2) Osceola County is exempt from Sales Tax. Certificate No. 85-8013134398C-5.
- (3) Osceola County is Federal Excise Tax Exempt per Certificate No. 59-6000780.
- (4) Please read the terms and conditions listed below, complete the requested information, and sign in the space provided above.
- (5) If not submitting a quotation, please indicate "NO BID" and return this form.

Critical Data:

- (1) Please return this quote by the date and time indicated above.
- (2) Fax, mail or E-mail to the Procurement Services representative shown above.
- (3) Please E-mail questions regarding this quotation only to the Procurement Services representative.
- (4) Please note that all documents sent to the County as part of this Request for Quotation is considered a Public Record of Osceola County as prescribed by Chapter 119, Florida Statutes.
- (5) Bidder must submit a copy of their Certificate of Insurance with their quote.**
- (6) Any order resulting from this quotation shall be subject to the attached General Terms and Conditions and all applicable laws, policies and codes.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

Through the signature below, the affiant hereby affirms that _____ qualifies as an Osceola County person, firm, and or corporation (hereinafter, collectively, "vendor") for one or more of the following criterion:

_____ Headquarters, manufacturing facility, or locally-owned franchise is located in, or has had a street address within, the legal boundaries of Osceola County for at least one (1) year immediately prior to the issuance of this solicitation (post office boxes do not qualify as a verifiable business address). The following documentation is attached hereto to validate the resident status:

_____ a. A copy of the vendor's most recent real property tax receipt;

_____ b. A copy of the vendor's lease agreement.

_____ Thirty percent (30%) or more of the vendor's full time employees have their primary residence located within the legal boundaries of Osceola County. Attached hereto is a list of employees, including their addresses and telephone numbers.

_____ Owner/principal of the vendor corporation maintains a primary residence within the legal boundaries of Osceola County. Attached hereto is a copy of the owner's/principal's most recent real property tax receipt showing homestead property or a copy of the warranty deed.

By signing/notarizing this Affidavit, the affiant hereby certifies that the foregoing information is complete and accurate and qualifies the named vendor for consideration of resident preference subject to the established multi-level rates as designated in Chapter 3, Purchasing, Osceola County Administrative Code.

Affiant's Signature

Affiant's Printed Name

Title

Date

Mailing Address: _____

Phone: _____ Fax: _____

E Mail Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Affidavit and thereby bind the vendor, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

(stamp)

PLEASE COMPLETE AND SUBMIT WITH QUOTE.

GENERAL TERMS AND CONDITIONS - READ CAREFULLY

Questions relating to this Request for Quotation must be directed to Osceola County Procurement Services at 407-742-0900.

RESERVED RIGHTS OF THE COUNTY

The County reserves the right to unilaterally cancel this Request for Quotation, at its sole discretion.

WRITTEN COMMUNICATIONS

The terms and conditions of this Request for Quotation shall not to be modified verbally. All communication shall be in writing.

LICENSES

A current Osceola County Occupational License is required by any vendor doing business with Osceola County.

QUALITY

All materials or services furnished on this order must be as specified and subject to County inspection within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without prior written authority from the Procurement Services Director. Material rejected will be returned shall be done so at the vendor's sole risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Procurement Services Office.

INDEMNITY

The Vendor hereby agrees to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Vendor, its agents, servants, employees, or others, or because of or due to the mere existence of this Agreement between the parties.

PATENT/COPYRIGHT HOLD HARMLESS

The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against the County.

PACKING

If awarded a purchase order or Agreement, invoices and package lists must clearly be marked with shipper's name, address and Purchase Order Number. Charges are not allowed for boxing, crating or special deliveries unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F.O.B. Destination. The County will not pay freight or expense charges, except by previous agreement. In the event of the County agreeing to F.O.B. Shipping Point, the VENDOR must PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must be effected within the time stated on Purchase Order. The County reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:30 am and 3:00 pm on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 pm. In case of default by the Vendor, the County may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

MATERIAL SAFETY DATA SHEET

As necessary, the Vendor agrees to furnish the County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send a copy of the MSDS's and other pertinent data to Osceola County Procurement Services and include same

with product delivery.

OSHA REQUIREMENT

The Vendor hereby guarantees the County that all materials, supplies, and equipment as listed on the resulting Purchase Order shall meet the requirements, specifications and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at data hereof.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS

The Vendor must comply with all applicable state, federal and local laws and regulations etc. This includes but is not necessarily limited to DOT, OSHA, EPA and DEP.

AWARD

The County reserves the right to reject any or all parts of this solicitation, waive technicalities and to award to most responsive, responsible bidder, as in the best interest of the County.

Failure of a Vendor that is awarded a Purchase Order to deliver according to the Purchase Order or to comply with any of the terms and conditions therein may disqualify the Vendor from receiving future orders.

PAYMENT TERMS

Payment terms are net 30 days upon delivery and acceptance. Osceola County pays in accordance with the Prompt Payment Act – Section 218.70, Florida Statutes.

APPLICABLE LAW, VENUE AND JURY TRIAL

The laws of the State of Florida shall govern all aspects of this order. In the event it is necessary for either party to initiate legal action regarding this order, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this order, which may be brought by either of the parties hereto.

AUDITING, RECORDS AND INSPECTIONS

The Vendor shall keep books, records, and accounts of all activities, related to this order, in compliance with generally accepted accounting procedures. If required, books, records, and accounts related to the performance of this order shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Vendor, for a period of three years after termination or completion of the services or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this order shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this order to determine whether the Vendor has the ability to fulfill its contractual obligations to the satisfaction of the County. The County has the right to terminate this order based upon the findings in this audit without regard to any notice requirement for termination.

WARRANTY

The Vendor agrees to provide a full warranty to the County for all materials and services which it provides hereunder for one full year following the date of delivery or completion of services. In the event that the Vendor is called to perform warranty work, the Vendor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared which were not areas repaired by the Vendor under the Scope of Services set forth herein, the County will be responsible for the costs incurred in repairing the new areas. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.

INSURANCE

The Vendor shall have at a minimum the insurance limits listed hereunder; however the County reserves the unilateral and sole right to modify said limits when the type of product or services requested merit a modification of the insurance limits listed herein. The Vendor shall submit a copy of their Certificate of Liability Insurance with their quote submittal.

GENERAL LIABILITY: \$500,000.00

PROFESSIONAL LIABILITY: \$1,000,000.00 (only if professional services are to be provided)

VEHICLE INSURANCE: \$500,000.00 Combined Property & Bodily Injury

WORKER'S COMPENSATION: \$500,000.00

PRODUCTS LIABILITY: \$1,000,000.00 (only if a product is being provided)
Upon award, the Vendor shall name Osceola County Board of County Commissioners as a Certificate Holder and shall maintain the coverage

limits set forth during the entire term of performing services under this award.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.