

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

473-9744

**Water Valve & Fire Hydrant Maintenance
Program (Annual Contract)**



David E. Nash

954-828-7816

Bid 473-9744

Water Valve & Fire Hydrant Maintenance Program (Annual Contract)

Bid Number 473-9744
 Bid Title Water Valve & Fire Hydrant Maintenance Program (Annual Contract)

Bid Start Date Mar 22, 2007 11:44:56 AM EDT
 Bid End Date Apr 26, 2007 2:00:00 PM EDT

Bid Contact David E. Nash
 Procurement Specialist II
 Public Works/Building Services
 954-828-7816
 dnash@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is actively seeking proposals from qualified bidders, hereinafter referred to as the Contractor, to provide a water valve and fire hydrant evaluation, improvement and information program to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Request for Bid (RFB).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued by the City.

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Item Response Form

Item 473-9744-1-01 - Servicing 2 inch and smaller size valves
 Quantity 288 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 288

Description
 Servicing 2 inch and smaller size valves, per the Scope of Services of the RFP.

Item 473-9744-1-02 - Servicing greater than 2 inch up to 10 inch size valves
 Quantity 3448 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 3448

Description

Servicing greater than 2 inch up to 10 inch size valves, per the Scope of Services of the RFP.

Item 473-9744-1-03 - Servicing greater than 10 inch up to 16 inch size valves
 Quantity 204 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 204

Description

Servicing greater than 10 inch up to 16 inch size valves, per the Scope of Services of the RFP.

Item 473-9744-1-04 - Servicing greater than 16 inch size valves
 Quantity 92 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 92

Description

Servicing greater than 16 inch size valves, per the Scope of Services of the RFP.

Item 473-9744-1-05 - Servicing Fire Hydrants
 Quantity 1325 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 1325

Description

Servicing fire hydrants per the Scope of Services of the RFP.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination,

freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the

Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the

City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION

1.01. Purpose

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide a **water valve and fire hydrant evaluation, improvement and information program** for the Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.02. Information or Clarification

For information concerning procedures for responding to this RFP, contact Procurement Specialist II David Nash at (954) 828-7816 or by e-mail at dnash@fortlauderdale.gov. Such contact is to be for clarification purposes only. Any questions that bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to proposal due and open date. If required, written addendum will be issued.

1.03. Pre-Bid Conference/Site Visit

There is no pre-bid conference or site visit planned.

1.04. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing goods and services similar to those specified herein for a period of at least **three (3) years** and to at least **three (3) clients** similar in size to the City of Fort Lauderdale and that are presently engaged in the provision of these services. It is also preferred that the Bidder is familiar with the Hansen software system, which is used by the City to track work orders and other information. It may be necessary to produce evidence that they have established a satisfactory record of performance for this period of time.

1.05. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.06. Contract Term

The initial contract term is for one (1) year and is expected to begin on or about July 1, 2007. The City reserves the right to extend the contract for four (4) additional one year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.07. Price

Proposer will quote a firm, fixed cost per size range of valves and a fixed cost per fire hydrant as listed in **9744 valve-hydrant program RFP (1/17)**

the Scope of Services below and on the Bid Proposal Pages.

1.08. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.09. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

1.10. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions are included by reference.

PART II - RFP SCHEDULE

Release RFP	03/22/07
Last Date for Receipt of Questions of a Material Nature	04/05/07
Addendum Release (If required)	04/12/07
<u>PROPOSAL DUE (Prior to 2:00 PM)</u>	04/26/07

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PART III - SPECIAL CONDITIONS

3.01. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of General Conditions.

3.02. News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.03. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.04. Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.05. Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.06. Invoice/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the valves and hydrants tested and the status of same as of the date of the invoice. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

3.07. No Exclusive Contract/Additional Services

- A. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- B. While this contract is for services provided to the City's Public Works Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.
- C. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.08. Deletion of Modification of Services

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The City reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the City, the total fee shall be reduced/added in the same ratio as the estimated cost of the work deleted/added bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. The contract agrees to accommodate the City for any reasonable adjustment in the scope of service.

3.09. Subcontracting

The primary contractor will **not** allow the use of subcontractors, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

3.10. Substitution of Personnel

It is the intention of the City that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

3.11. Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

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- b. Coverage for hazards commonly referred to as “Explosion, Collapse and Underground” exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury \$250,000 each person
 \$500,000 each occurrence

Property Damage \$100,000 each occurrence

Combined Single Limit \$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your bid.

In the event that you are the awarded contractor, you will be required to provide an original Certificate of Insurance naming the City as an “Additional Insured” for General and Automobile Liability.

3.12. Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all to the work or product produced under this contract without payment of any royalties or fees to the contractor above the agreed costs proposed herein.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

4.01 General

The City of Fort Lauderdale is seeking a service contract for the provision of a water valve and fire hydrant evaluation, improvement and information program, herein after referred to as the valve/hydrant program. The City expects the Contractor to develop, plan and execute a program that will include the following activities for each valve and fire hydrant in the City: locate, identify, assess, clean out, inspect, exercise, flow test, perform manufacturer's scheduled maintenance, perform minor repairs, record mapping grade GPS data, document, create a deliverable database, create work orders and analyze the results.

The City has over 16,000 valves of various sizes and 5300 fire hydrants. It is anticipated that it will take four years to properly conduct this program and service all of these valves and hydrants.

4.02 Contractor Responsibilities

- A. Locate the Valve and Fire Hydrants - The City will provide the successful service provider with a minimum of two copies of the City's most current water distribution maps for the project area. The service provider will locate all water distribution valves and fire hydrants using the following guidelines.
 - 1. The service provider will search for all valves and fire hydrants visually using the City of Fort Lauderdale water maps.
 - 2. The service provider will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
 - 3. If the valve or fire hydrant cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate" and documented as a work order and cumulatively identified on a section map
- B. Identify the Valve and Fire Hydrants - Each valve and fire hydrant has been given a unique identifier by the City of Fort Lauderdale. This unique identifier can be used alone or in conjunction with the service providers' identification system to reference the valves and hydrants.
- C. Access the Valve and Fire Hydrants - The service provider shall be authorized to remove the valve box cover in order to access the valve.
- D. Clean Out Valve Box and Vault - The Contractor will remove (vacuum out) debris or pump out water from the box/vault in order to allow access to the valve-operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.
- E. Inspection - The service provider will perform a visual inspection of each fire hydrant and will perform a visual inspection of the valve and valve box/vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible. The specific inspection information to be documented is listed in paragraph 4.04 below.
- F. Valve Exercising - The service provider will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below.
 - 1. All 4" and smaller valves will be exercised manually (one person on a hand key).
 - 2. 6" to 12" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn's counter.
 - 3. Valves equal to or larger than 16" will be exercised on a case-by-case basis at the sole discretion of the city.

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4. Service provider will immediately notify the City of Fort Lauderdale of any valves found closed or broken, or if any unsafe conditions are observed.
 5. Service provider will provide detailed, written valve-exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
 6. If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the City of Fort Lauderdale (with input from the service provider) until the valve turns or the operation is suspended again at a higher torque.
 7. The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised between 50 and 75 percent of its travel in order to insure it does not become hydraulically locked in the closed position.
- G. Fire Hydrant Flow Test and Preventative Maintenance -A static and residual pressure along with a flow test shall be performed on every hydrant. This information shall be documented and logged in the database. Preventative Maintenance shall be performed on every fire hydrant as per the manufacturer.
- H. Valve Marking - Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint and a brass plate indicating the size of the valve and the number of turns. The mark is intended to provide field evidence of work completed at an individual valve.
- I. Minor Repairs - The Contractor will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs, which can return a valve or fire hydrants to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the service provider will only complete the following minor repairs:
1. Raising valve boxes in asphalt - Locate the paved over valve, cut asphalt (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material.
 2. Raising valve boxes in dirt - Locate the buried valve, dig down to the cover, apply risers to raise the box to existing ground level and backfill with compacted soil.
 3. Re-aligning valve boxes - Cut asphalt, jackhammer or dig to reveal box upper section, vacuum excavate so that box can be adjusted, adjust box over the operating nut, backfill with compacted material and patch with cold patch material.
 4. Repairs to fire hydrants - Minor repairs to fire hydrants are defined as repairs that can return a fire hydrant to full operability and do not require backhoe excavation. For example, replacing the stem on a hydrant or replacing the breakaway coupling on a hydrant. All materials will be provided by the city.

4.03 GPS Mapping

- A. All the water valves encountered in this program are to be GPS mapped within sub-foot accuracy and the data delivered in a database compatible with the City of Fort Lauderdale's GIS software. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 10 seconds. Specific parameters include;
1. Elevation mask: 15 degrees above the horizon.
 2. Coordinate system: as agreed with the City of Fort Lauderdale.
 3. Satellites: ≥ 5
 4. Position Dilution of Precision (PDOP): < 6
 5. Minimum number of raw positions collected: 10

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6. In the event of obstructions – where a clear GPS position can not be captured – a laser offset will be executed from a nearby location
- B. At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.
1. PDOP value
 2. HDOP value
 3. Correction Status
 4. Date Recorded
 5. Time Recorded
 6. Total Positions
 7. Filtered Positions
 8. Horizontal Precision
 9. Corrected .cor File Name
 10. X-coordinate
 11. Y-coordinate
 12. Easting
 13. Identifier determining whether the feature was acquired through laser or GPS unit.

4.04 Documentation

Valve documentation data will be collected on each valve and fire hydrant and will be agreed upon with the City in advance of work startup. Data documentation will include, at a minimum;

- A. Physical data
1. ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details), additional physical information as necessary.
 2. Fire hydrant id number, manufacturer, date cast, size, flow in GPM and static pressure.
- B. Location data - Mapping grade GPS coordinate data parameters noted in the GPS mapping section.
- C. Discrepancies - Details on discrepancies so that a work order (as described below) can be concisely created.

4.05 Deliverable Database

The Contractor will provide applicable valve data in a spatially accurate format compliant with the City of Fort Lauderdale's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The database shall contain the information agreed with the City and at a minimum the following attribute data:

- | | |
|--|--|
| - A Unique Identification Number | - Torque chart for large valves |
| - Data Dictionary | - Valve Condition (operable, inoperable) |
| - Source Document Reference | - Valve discrepancies (categories and details) |
| - Date of Operation | - Structure discrepancies (categories and details) |
| - Valve Size | - PDOP value |
| - Valve Type | - HDOP value |
| - Use of valve | - Correction Status |
| - Valve Structure | - Date Recorded |
| - Boolean indicating whether vacuumed/pumped | - Time Recorded |

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- Operating Nut Depth
- Boolean indicating whether exercised
- Close Direction
- Number of Turns
- Final Torque
- Total Positions
- Filtered Positions
- Horizontal Precision
- X-coordinate
- Y-coordinate
- Other value added attribute items as agreed

4.06 Conditions of Delivery

Before field operations commence, a meeting to be attended by the service provider and the City of Fort Lauderdale will be held to reach alignment on specific data schemas to be employed. It is at this juncture that the service provider and the City of Fort Lauderdale will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the City of Fort Lauderdale's data infrastructure so that it can be appropriately mapped and accessed by the City of Fort Lauderdale staff. In addition, proposals shall provide a detailed solution to seamlessly integrate field collected GIS data and maintenance information into the City of Fort Lauderdale's enterprise data infrastructure, including the City's Hansen asset management system.

4.07 Employee Conduct

The Contractor will insure that all activities are conducted in a professional manner. At a minimum the service provider will insure all personnel are in an approved uniform, all field equipment is maintained clean and neat, all trucks are clearly identified with the service provider's name and contact phone number and maintains written procedures for field operations and information management processes.

4.08 Evaluation report

The Contractor will evaluate and analyze the results of the program and develop an evaluation report for the City of Fort Lauderdale. This evaluation report will include an analysis of the results of the program, findings, learning's, suggestions and recommendations for the City.

4.09 Reports

At a minimum the following deliverable reports will be presented periodically to the City of Fort Lauderdale;

- A. Validated compliant database
- B. Annotated maps which depict the program area
- C. A list of recommended valve repairs
- D. Work orders for these repairs
- E. A list of recommended valve replacements
- F. Evaluation report

4.10 Estimated Quantities/Warranty of Usage

The quantities listed below represent the City's best estimate of the current number of valves and fire hydrants installed throughout the City. Only about one quarter of this amount will be scheduled for service per year and may be used by the Proposer as a guide. This one-year estimate will also be used on the Bid Proposal pages and in the bid tabulation. However, no warranty or guarantee of quantities to be serviced is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- A. Water Valves

TOTAL

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<u>SIZE</u>	<u>QUANTITY</u>
2 inches	1,154 EACH
4 inches	527 EACH
6 inches	10,388 EACH (5300 of these are with fire hydrants)
8 inches	2,434 EACH
10 inches	443 EACH
12 inches	591 EACH
14 inches	12 EACH
16 inches	212 EACH
18 inches	20 EACH
20 inches	130 EACH
24 inches	112 EACH
30 inches	77 EACH
36 inches	22 EACH
48 inches	2 EACH
546 inches	<u>5 EACH</u>
	TOTAL 16,129 EACH

B. Fire Hydrants – 5300 EACH

4.11 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities and vehicles on or around the job sites. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced immediately at no additional cost to the City.

4.12 The City Will Provide

- A. Two copies of the most current water distribution maps.
- B. Replacement parts to repair fire hydrants.
- C. Replacement valve boxes.

PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee **may** then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

- A. Experience, qualifications and past performance of the proposing firm. Discussion of past projects of a similar nature to those desired by the City. **(15 points)**
- B. Persons proposed for the project, facilities and resources: staff, licenses, certificates and training. Please include detailed resume(s) of proposed staff for the City's project showing the requisite experience. **(15 points)**
- C. Understanding of the overall needs of the City as presented in the narrative proposal, including proposed methodology to accomplish the required work. Discussion of the types and variety of services that can be provided and the firm's availability to attend meetings without excessive cost to the City. **(30 points)**
- D. Firm's reputation based on submitted references. **(20 points)**
- E. Estimated cost to the City. **(20 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

NOTE REGARDING PRICE: *The firm providing the lowest cost to the City will receive the maximum of 15 points. Points will be awarded to other proposers in the following manner:*

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

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Example:

Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 15

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15 = 3.75$

$15 - 3.75 = 11.25$ points to 2nd lowest bidder

When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals are due at the time specified in the schedule enclosed herein.

All proposals are to be furnished via electronic submittal or hard copy as follows:

Electronic Submittal:

www.rfpdepot.com

If submitting via hard copy, please submit one (1) original and six (6) copies, for a total of seven (7). All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Hand delivery, or via other delivery means (U.S. Mail, FedEx, UPS, etc) shall be to:

City of Fort Lauderdale, FL
Procurement Services Department
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

PROPOSAL PAGES ARE AS FOLLOWS:
Part I Proposal Pages - Cost Information
Part II Proposal Pages - Technical Information
Attachments to your Proposal

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PROPOSAL PAGES PART I COST PROPOSAL

If submitting the response electronically, use the pricing matrix in RFP Depot. If submitting by hard copy, use this pricing matrix.

The Proposer shall indicate the charge per type of valve serviced and the charge per fire hydrant serviced.

Item	Description	Estimated Quantity	Unit Rate	Extension
1.	Servicing 2 inch and smaller size valves	288 EACH	\$_____	\$_____ (A)
2.	Servicing greater than 2 inch to 10 inch size valves	3448 EACH	\$_____	\$_____ (B)
3.	Servicing greater than 10 inch to 16 inch size valves	204 EACH	\$_____	\$_____ (C)
4.	Servicing greater than 16 inch size valves	92 EACH	\$_____	\$_____ (C)
5.	Servicing fire hydrants	1325 EACH	\$_____	\$_____ (E)
GRAND TOTAL (A+B+C+D+E)				\$_____

PROPOSAL PAGES PART II – TECHNICAL PROPOSAL**Suggested Submittals:** (To be indexed and submitted in the order listed)

Tab 1. Letter of Interest / Cover Letter - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

Tab 2. Narrative - Proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for a water valve and fire hydrant evaluation, improvement and information program and your overall approach to meeting those needs, including monitoring and supervising assigned personnel. Provide samples of any management reports that you will provide if awarded this contract.

Tab 3. Professional Licenses and Certificates; Insurance – Submit a copy of any Licenses, Certificates, Registrations, that your company possesses to do business. Also include proof of insurance in this section.

Tab 4. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers and any additional information that your firm wishes to supply to augment its proposal.

Tab 5. Joint Venture – If Submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

Tab 6. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five years prior to the submission of this proposal.

Tab 7. Qualifications / Experience - Describe firm's experience and nature of service with contracts and projects of similar size and complexity as the City of Fort Lauderdale in the previous three (3) years. Specifically address any experience with the Hansen software program.

Tab 8. References - Provide a list of current and former major accounts here similar work has been performed, along with contact person's name and phone number(s).

Tab 9. Staff - Give a complete list of the number of staff employed by your firm who would be eligible to perform services under this contract. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

- a. Formal level of education/experience
- b. Relative Supplemental education
- c. Membership in various relevant national, state and local associations
- d. Professional recognition, awards, etc.
- e. Any special skills, experiences, qualifications, etc.

**YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL CANNOT
BE FAVORABLY CONSIDERED.**

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variations:

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