

**CITY OF WINTER GARDEN
FLORIDA**

**INVITATION TO SUBMIT REQUEST FOR QUALIFICATIONS
16-003**

RADIO-READ WATER METER REPLACEMENT PROJECT

The City of Winter Garden, Florida is accepting RFQs related to the inspection, repair, and/or replacement of ¾ inch water meters according to the following specifications: “I” Pearl meters, manufactured by Senus; MXU – Flex Net, manufactured by Senus; Glass Master or CDR meter box lids with AMR readers are the only lids acceptable. The double lid size is 15” x 7”; the single lid size is 11” x 18”. Work shall be performed on specific residential ¾ inch meters identified by the City.

Approximately 2,085 water meters are to be included in this RFQ. The contractor will be provided with a map of the location of all meters to be inspected, repaired, and/or replaced. All work shall be performed in accordance with the City of Winter Garden Standards and Specifications for the project. All of the contract workers who will be working on the water meters are required to hold an up-to-date FDEP Water Distribution Operators License, Class “3” level or higher.

All work shall be performed by a licensed contractor and all utility work shall be performed by a licensed underground utility contractor.

The contractor shall supply all Labor and Equipment only. The City will provide the meters and all materials needed to perform the project. Request for Qualification forms shall be completed in full and shall be valid for the 6 month contract period.

The term of the contract shall be for a 120 day period.

Liquidated Damages shall be set at \$500.00 per day from the date of substantial completion. The City shall not be monetarily liable for delays, including those resulting from meter and material supplier delays. The Contractor’s exclusive remedy for delays, impacts, disruptions, accelerations, resequencing, suspensions, and interruptions in performance

of the work not caused by the contractor and its employees and agents shall be an equitable extension of contract time.

MBE/DBE/WBE participation is encouraged.

The contractor shall provide Section 255.05, Fla. Stat. Performance and Payment Bonds in a form acceptable to the City equal to 100% of the contract price.

A mandatory pre-RFQ meeting will be held in the Commission Chambers of City Hall, 300 W. Plant St. Winter Garden, FL 34787, on June 2, 2016 at 2:00 pm. The RFQ opening will be on June 21, 2016 in the Commission Chambers of City Hall as well, at 2:00 pm. At that time the RFQs will be read out loud and, following the RFQs opening, posted on the City's website as the unofficial RFQ Submittals.

Request for Qualification packets, including map locations of the meter site may be picked up in the Public Services Department on the second floor of City Hall, located at 300 W. Plant St., Winter Garden, Florida 34787. All RFQs must be marked on the outside of the envelope with the RFQ name. It shall be the CONTRACTOR'S responsibility to ensure that submittals are delivered to the above address by the appointed time.

If you have any questions, you may contact Don Cochran at 407-656-4111 ext. 2263 or by email at dcochran@cwgdn.com.

SELECTION CRITERIA

The City reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the City. Responses containing any modifications that are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instructions to respondent and the contract documents may be rejected at the option of the City.

Each tabbed section will be scored and evaluated as follows:

Understanding of Project and Project Requirements (15 points)

- General awareness of project and its requirements
- Awareness of environmental impacts, benefits, and constraints
- Awareness of any public concerns

Project Approach and Method (15 points)

- Organization profile and proposed project management
- Continuity, structure, configuration, and anatomy of the team to provide and perform construction, engineering, and inspection services for this project
- Provide a proposed team organization and projected staffing matrix, with location and available hours of the project team and their responsibilities

Experience and Ability (30 points)

(Information regarding personnel who will be assigned to actively work on this project only.)

The following are all minimum requirements:

- A minimum of one project must be submitted for each of the key project personnel demonstrating experience relevant to the requirements of this RFQ
- Demonstration that all field workers involved with the meter change out project hold and up to day FDEP Water Distribution Operators Lic. "Class 3" or higher.
- Demonstration of engineering services by one of the key project personnel for contract administration, shop drawing reviews, pay application processing, change order review and recommendations, etc. should be clearly presented

ICC certifications from IBC

FDOT CTQP courses and certifications

State of Florida General Contractor's License or Certified Underground License (either preferred)

- Program Manager shall have ten (10) years of experience in supervision of similar projects.
- The firm shall have at least five (5) years of operation and experience with projects of similar size and nature in the State of Florida.

Past Performance (30 points)

Proven past performance of the team on the following:

- Performance on contracts of this type
- Experience in coordination/facilitation of multi-party consensus driven processes
- Past or present experience of the proposed project manager on projects of this type with a statement of relevance for each cited water main reclamation plant projects
- Demonstrated key leadership including project coordination lead
- Relate how work resulted in successful implementation
- Explain how services resulted in value added solutions
- Past experience with the City of Winter Garden or other references

Team Location (10 points)

Provide firm's local (Florida) presence, including local office, personnel, clients, etc. with relation to the location of the project site.

GENERAL INSTRUCTIONS

Proof of Professional Liability Insurance

The successful respondent shall be required to provide in its proposal package evidence of both general (public and property) liability and professional (design errors and omissions) liability insurance capabilities. Upon notice of award, the successful respondent will provide a certificate of insurance naming the City of Winter Garden as an additional insured. The certificate shall be completed by the authorized resident agent and returned to the office of the buyer. This certificate shall be dated and show:

1. The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
2. A statement that the insurer shall mail notice to the owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

Insurance shall be provided by companies acceptable to the City at the following minimum limits and coverages with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance: \$1,000,000.00
(The City of Winter Garden is to be named as an additional insured.)

Professional Liability Insurance: \$1,000,000.00
(Design errors and omissions)

The contractor shall not commence any work in connection with an agreement until all of the types of insurance listed below have been obtained and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City 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 general contractor and/or subcontractor providing such insurance.

- b) Workers' Compensation Insurance: The contractor shall obtain during the life of this agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the contractor's employees connected with the work of this project and, in the event any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Winter Garden.
- c) Contractor's Public Liability and Property Damage Insurance: The contractor shall obtain during the life of the agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Winter Garden as an additional insured, and shall protect the contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the contractor or by anyone directly or indirectly employed by the contractor, and the amount of such insurance shall be the minimum limits as follows:

Automobile Bodily Injury Liability & Property Damage Liability

\$1,000,000 Combined single limit per occurrence (each person, each accident)

All covered automobile will be covered via symbol 1

Liability coverage will include hired and non-owned automobile liability

Include Waiver of Subrogation in favor of the City of Winter Garden

Comprehensive General Liability (Occurrence Form)

This policy should name the City of Winter Garden and additional insured and should indicate that the insurance of the contractor is primary and not contributory over the insurance of the City of Winter Garden.

\$2,000,000 GENERAL AGGREGATE

\$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE

\$1,000,000 PER OCCURRENCE

\$1,000,000 PERSONAL & ADVERTISING INJURY

Include Waiver of Subrogation in favor of the City of Winter Garden

Subcontractor's Comprehensive General Liability, Automobile Liability, and Workers' Compensation Insurance

The contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the contractor's policy, as specified above.

Owner's Protective Liability Insurance

The contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Winter Garden as the Named Insured.

Contractual Liability – Work Contract

The contractor's insurance shall also include contractual liability coverage.

NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.

\$1,000,000 PER OCCURRENCE

\$2,000,000 AGGREGATE

Modification of Responses

Written modification will be accepted from the respondent if addressed to the entity and address indicated in the RFQ and received prior to due date and time. A respondent may modify his response by **telegraphic communication** at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided the City is satisfied that a written confirmation of the telegraphic modification over the signature of the respondent was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

Any request to withdraw a qualification package must be addressed **in writing** to the following address:

Donald R. Cochran
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
RFQ 16-003

Such requests must be received by the City prior to the deadline for submission.

Responsibility for Response

The respondent is solely responsible for all costs associated with preparing and submitting the response, regardless of whether a contract award is made by the City.

Receipt and Opening of Responses

Responses will be received until the designated time, and the names of the respondents will be read aloud. The City's representative authorized to open the responses will decide when the specified time has arrived, and no responses received thereafter will be considered. Respondents or their authorized agents are invited to be present.

Award of Contract

A contract will be awarded to the respondent deemed most qualified to provide the service, upon successful negotiations and in the best interest of the City.

The City reserves the right to waive any informality in any response; to accept or reject any or all submittals that it may, in its sole discretion, deem unresponsive; or to re-advertise for all or part of the work contemplated. The City also reserves the right to reject the response of a respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.

If responses are found to be acceptable by the City post the unofficial results on the City's web site. Recommendation of award will be presented to the City Commission for final approval of award as soon as possible.

If the award of a contract is annulled, the City may award the contract to another respondent or the work may be re-advertised or may be performed by other qualified personnel as the City decides.

Execution of Contract

The respondent to whom a contract is awarded will be required to return to the City two (2) executed counterparts of the contract together with the required certificates of insurance.

REQUIRED FORMS

The following required forms are to be included under Tab 7 of each respondent's submittal package:

Company Information/RFQ Signature Sheet

Noncollusion Affidavit Form

Proposer's Certification Form

Drug-Free Workplace Form

Sworn Statement on Public Entities Crimes Form

Hold Harmless and Indemnity Agreement

Form A-1 (Conflict of Interest Disclosure Form)

Proof of Insurance?

Copies of all applicable licenses

Addenda issued and acknowledged during this solicitation

These forms are included below on pages X-X.

COMPANY INFORMATION/RFQ SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR SUBMITTAL PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

NAME/TITLE (PLEASE PRINT)

ADDRESS 1

REMITTANCE ADDRESS 1

ADDRESS 2

REMITTANCE ADDRESS 2

CITY STATE ZIP

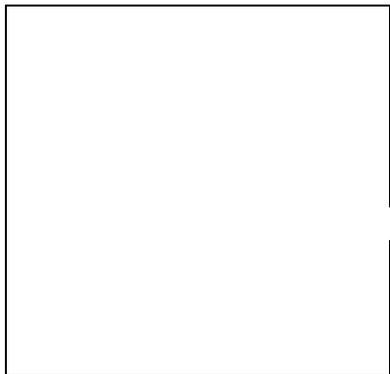
CITY STATE ZIP

FEDERAL ID# _____

Individual Corporation Partnership Other (Specify): _____

Sworn and subscribed before me this _____ day of _____, 2016.

Personally Known or
 Produced Identification Type of Identification: _____



NOTARY SEAL

NOTARY PUBLIC – State of _____

County of _____

Signature of Notary Public _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(Name/s)

1. He/She is _____ of _____,
(Title) (Name of Company)
the Bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances representing the Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, subsidiaries, or parties of interest, and including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for the attached bid that has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Winter Garden or any person interested in the proposed contract; and
6. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.
7. Neither the said Bidder nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Signed: _____

Title: _____

Subscribed to and sworn before me this ____ day of _____, 2016, by _____

_____, who is personally known to me or who produced _____

_____ as identification.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND