

Request For Qualifications (RFQ)

For Participation In

**PLUMBING SERVICES ASSOCIATED WITH THE JEA/CITY OF
JACKSONVILLE SEPTIC TANK PHASE OUT PROGRAM**

JEA is issuing an open request to obtain a **Plumbing Pre-Qualified List** for **Plumbing Services Associated with the JEA/City of Jacksonville Septic Tank Phase Out Program**. All questions regarding this RFQ must be submitted in writing to the JEA Buyer, Deirdre Baker at bakeds@jea.com. The title of this RFQ **must** be included in the subject line of the email.

This is an open ended solicitation with no specific due date. Qualification packages may be submitted at any time to the JEA Bid Office which is located at:

JEA Procurement, Bid Section

Tower Lobby, Suite 103

21 W. Church Street, Jacksonville, FL 32202

REQUEST FOR QUALIFICATIONS FOR PLUMBING SERVICES ASSOCIATED WITH THE JEA/CITY OF JACKSONVILLE SEPTIC TANK PHASE OUT PROGRAM

QUALIFICATIONS SUBMITTAL:

All qualification packages must reference the RFQ title and be placed in an envelope marked to identify the RFQ and delivered or mailed to:

JEA Procurement, Bid Section

Tower Lobby, Suite 103

21 W. Church Street, Jacksonville, FL 32202

Program Statement

The Septic Tank Phase Out Program is one of several City of Jacksonville funded efforts to restore and protect the water quality of the St Johns River. This program is funded by the City's Storm Water Utility Fee and support is provided by JEA.

Program Goals

Reduction of Total Nitrogen (TN) discharged to the St Johns River through the removal of septic tank systems.

The purpose of this citywide program is to improve the health of the Lower St Johns River and its tributaries by reducing nutrient inputs to the river that cause algal blooms and fish kills. The septic tank phase out program is one of several components designed to meet State Mandates required in the FDEP MS4 Storm Water Permit and the three adopted Basin Management Action Plans (BMAPs). These mandates require the City to improve water quality through the reduction in 117.96 metric tons of nitrogen to surface and groundwater as well as eliminate fecal coliform bacteria sources.

The Lower St. Johns Main Stem Basin Management Action Plan requires that nitrogen reductions be completed by 2023 and that 50% of the reductions are accomplished by 2015. If these allocation milestones are not met, the City could incur penalties for fines up to \$10,000 per day. Other enforcement mechanisms could include Judicial or Administrative Consent Order and possible Growth Moratorium. The City of Jacksonville is required by State law to meet the requirements of the Basin Management Action Plans.

Lateral Only Connections

To begin this program the City of Jacksonville in partnership with JEA intended to make immediate progress in eliminating nitrogen loading by abandoning septic tank systems and connecting to existing sanitary sewer collection systems. The City will be able to make

immediate progress because the Lateral Only Connections (LOCs) program does not require the installation of new infrastructure, as existing sewer lines are in close proximity to parcels. The Lateral Only Connections program also limits capital expenditure because there is no need for additional infrastructure and program maximizes the Storm Water Utility monies.

The Florida Department of Environmental Protection (FDEP) has approved the City methodology to identify those septic tanks contributing the most nitrogen to surface and groundwater. The science based selection process uses the FSU/FDEP Model to evaluate the nutrient loading. The model parameters include distance to surface water, soil types and the slope of the ground. For those property owners whose septic tank systems that meet the requirements the City will offer Grants to pay the cost for abandoning the owner's septic tank and the connection to the central sanitary sewer system

JEA'S ANTICIPATED SCHEDULE OF EVENTS:

- JEA intends to commence Advertising (10 to 15 connections per project) to Pre-qualified Bidders late June 2014;
- Receive informal bids mid July 2014;
- Issue Purchase Order late July 2014 with Net 10 Day Payment Schedule
- Construction duration of thirty (30) days
- Payment of One Invoice for Completion of all the Work

MINIMUM PRE-QUALIFICATIONS (SEE ENCLOSED FORM THAT MUST BE COMPLETED AND RETURNED):

- The Company submitting qualifications for this project must have self-performed the previous plumbing work being submitted for consideration.
- The Company must submit documentation of Sewer Connection Project Experience with a Minimum Forty (40) Individual Sewer Connections (Septic Tank Abandonment Included for Each Connection), or submit documentation copies of Individual Sewer Connection Experience consisting of a Minimum Forty (40) Sewer Connection Jobs (Septic Tank Abandonment Included for Each Connection), within the past Seven (7) years.
- The Company must submit documentation of Individual Sewer Connection Experience where Low Pressure System Grinder Pump Systems were required consisting of a minimum of two (2) connections within the past seven (7) years.
- Company must submit documentation of their State of Florida Certified Plumbing Contractor's License.
- Qualifying Company must be a JEA Safety Approved Contractor **prior to being selected to perform advertised work.**

ADDITIONAL CONDITIONS

- The Company must acknowledge that once it is assigned to this Plumbing Pre-Qualified List, Company will agree to JEA's terms and conditions contained in this document. An acknowledgement form has been provided in **Exhibit A** of this document and it must be

signed and submitted with Company's Qualifications. If Company does not agree to these terms, JEA will not award a contract to the Company for the work described herein.

- The Company selected to perform advertised work will be responsible for obtaining all permits and including all fees/costs associated with the work into their lump sum ; however, the **Company will not be responsible for paying JEA Connection and Sewer Capacity Fees**
- The Company selected to perform advertised work will be responsible for any dewatering needed to perform the required work
- The Company Selected to perform advertised work must either have a has a valid annual Septage Disposal Service permit issued by the Department of Health County Health Department or shall subcontract a I Septage Disposal Service entity which has a valid annual permit issued by the Department of Health County Health Department to pump out tanks.
- The Company selected to perform advertised work will be responsible for all costs and work associated with the location of the connection points of the sewer laterals
- The City of Jacksonville will retain the option for JEA to go to the next lowest bidder if the lowest bidder has a previously issued purchase order and has not completed that work at the time of selection
- The City of Jacksonville and JEA shall have the right to remove any Company from the list of Qualified Plumbers if they fail to complete work within the time frame specified by the purchase order or contract
- The City of Jacksonville and JEA shall have the right to remove unconnected houses from the scope of the work specified in the purchase order when the work is not finished within the time frame specified by the purchase order

➤ **INSURANCE REQUIREMENTS**

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

➤ **INDEMNIFICATION**

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

➤ **WARRANTY**

The Company unconditionally warrants to JEA for a period of not less than one (1) year from the date of issuance of the Certificate of Substantial Completion, that all Work furnished hereunder shall be merchantable, and free from any defects in workmanship or material. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA's remedy in Company's documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.

EXHIBIT A

QUALIFICATIONS FORM

QUALIFICATIONS SUBMITTAL:

All qualification packages must reference the RFQ title and be placed in an envelope marked to identify the RFQ and delivered or mailed to:

JEA Procurement, Bid Section
 Tower Lobby, Suite 103
 21 W. Church Street, Jacksonville, FL 32202

Company Information:

COMPANY NAME: _____
 BUSINESS ADDRESS: _____
 CITY, STATE, ZIP CODE: _____
 TELEPHONE: _____
 FAX: _____
 EMAIL OF CONTACT: _____

QUALIFICATIONS

The Company shall submit evidence of the Qualifying Projects listed below.

QUALIFYING PROJECTS & LICENSE REQUIREMENT

- Sewer Connection Project Experience with a Minimum Forty (40) Individual Sewer Connections (Septic Tank Abandonment Included for Each Connection), or Individual Sewer Connection Experience consisting of a Minimum Forty (40) Sewer Connection Jobs (Septic Tank Abandonment Included for Each Connection), within the past Seven (7) years.
- Individual Sewer Connection Experience where Low Pressure System Grinder Pump Systems were required for a minimum of two (2) connections within the past Seven (7) years.
- State of Florida Certified Plumbing Contractor's License

COMPANY'S QUALIFYING PROJECT INFORMATION

- Name of Company that Performed the Sewer Connection Project or Individual Sewer Connection _____

Project Name or Individual Property Address: _____

Project Location (if project): _____

Customer's Name (either Project or Individual Connection): _____

Name of Customer's Reference Contact: _____

Customer's Reference Contact Phone Number _____

Septage Disposal Service Company used for Tank Pump Out_____

Septic Tank Abandonment Methods Used _____

Project/Connection - Start Date: _____ Completion Date: _____

(Note: All projects/connections must have been completed within 84 months of the date of this Request for Qualifications):

- **Description of Project or Connection Work (a project must be one which requires two or more sewer connections with septic tank abandonment included with each connection.**

Gravity Flow Connection Yes No (circle one)

Low Pressure Grinder Pump System Connection Yes No (circle one)

[illegible]

- **Plumbing Contractor's Licensing Number**

Company's Certification

By submitting this form, the Company certifies that the Company has read and reviewed all of the documents pertaining to this Request for Qualifications and agrees to abide by the terms and conditions set forth herein, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate license for the work. Additionally, Company agrees to enter into a Purchase Order or Contract with JEA subject to the terms and conditions contained herein.

Signature of Authorize Officer of Firm or Agent

Date

Printed Name & Title Phone Number