SUBJECT: ANNUAL BACKFLOW TEST, REPAIR AND REPLACEMENT FOR ALL CITY FACILITIES

BID #: CS-0167-21

OPEN DATE: 2021-11-03

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCITON SUPPLY CONTRACT – ONE(1) YEAR FROM THE DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED: 1** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Bob's Backflow & Plumbing Services, Inc. as the only responsive, responsible bidder with a total base bid amount of $292,060.00. Period of service shall be from the date of award for one (1) year with four (4) one (1) year renewal options.

Funding for this award shall be encumbered from various accounts and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Terms & Conditions, Specifications

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY ONE JACKSONVILLE

DATE: November 5, 2021

TO: Gregory W. Pease, Chief
Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, CFM, Chief

SUBJECT: Recommendation to Award Bid #CS-0167-21 Annual Backflow Test, Repair & Replacement for All City Facilities

In response to the solicitation for bids to provide services for the Annual Backflow Test, Repair & Replacement for All City Facilities, the Procurement Division received one (1) response on November 3, 2021 and forwarded the result to the Public Buildings Division to review for a recommendation of award.

After reviewing the bid, the Public Buildings Division recommends approval of award to the lowest responsive, responsible bidder, Bob's Backflow & Plumbing Services, Inc., in the maximum indebtedness amount of $292,060.00.

Funding for this award will be encumbered by Purchase Order Agreement dependent on funding, the appropriate account for the locations being served

In accordance with the license evaluation requirements under section 3 of the bid specifications, the following recommended business license was verified under the Florida Department of State.

Bob's Backflow & Plumbing Services, Inc. Document Number: CFC053957

The term of this agreement is (1) year from date of award with four (4) one year renewal options.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or need additional information regarding this request, please contact Gene Trevail at 255-4353.

RB/ml

Attachments: Bid Tabulation
Vendor Bid

cc: Roy Birbal, CFM, Chief
Steve Schlessinger, Public Works Contracts and Finance Manager
Bryan Matus, Purchasing Analyst

BID TABULATION

Title:	Annual Backflow Test, Repair, and Replacement for All City Facilities			**Bob's Backflow & Plumbing Services, Inc**	
Bid No:	CS-0167-21				
Close Date:	November 3, 2021				
Analyst:	Bryan Matus				
No. Invited:	(6) **No. Received:** (1) **Other:** (0)				
Recorded By:	John Hernandez				
Item #	**Description**	**Est. Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	Test backflow deviceLabor and Materials (L&M)	250	Each	$45.00	$11,250.00
2	Repair ¾" device L&M	50	Each	$200.00	$10,000.00
3	Repair 1" to 1 ½" device L&M	50	Each	$225.00	$11,250.00
4	Repair 2" to < 4" device L&M	30	Each	$510.00	$15,300.00
5	Repair 4" device L&M	20	Each	$780.00	$15,600.00
6	Replace ¾" device L&M	50	Each	$537.00	$26,850.00
7	Replace 1" to 1 ½" device L&M	50	Each	$680.00	$34,000.00
8	Replace 2" device L&M	30	Each	$975.00	$29,250.00
9	Replace 3" device L&M	20	Each	$3,118.00	$62,360.00
10	Replace 4" device L&M	10	Each	$3,950.00	$39,500.00
11	Journeyman Plumber not defined deviceRegular Hours	50	Hours	$90.00	$4,500.00
12	Apprentice Plumber not defined deviceRegular Hours	50	Hours	$45.00	$2,250.00
13	Laborer not defined deviceRegular Hours	50	Hours	$45.00	$2,250.00
14	Journeyman Plumber not defined deviceAfter Hours and Weekend	10	Hours	$135.00	$1,350.00
15	Apprentice Plumber not defined deviceAfter Hours and Weekend	10	Hours	$67.50	$675.00
16	Laborer not defined deviceAfter Hours and Weekend	10	Hours	$67.50	$675.00
17	Material allowance not defined	1	Lump Sum	$25,000.00	$25,000.00
			TOTAL BID (Line Items 1 - 17):	**$292,060.00**	
			Signed Bid Form:	Yes	
			Bid Proposal Form:	Yes	
			Conflict of Interest Certificate:	Yes	

TERMS AND CONDITIONS

ANNUAL BACKFLOW TEST, REPAIR AND REPLACEMENT FOR ALL CITY FACILITIES

1. SCOPE

The City of Jacksonville's Public Buildings is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for Annual Backflow Test, Repair And Replacement for All City Facilities as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

- As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

  - Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.

  - Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. TERM OF AGREEMENT

The term of the agreement shall be for one (1) year from the date of award with four (4) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Vendor shall provide proof of applicable local business license.

b. Contractor must provide proof of necessary organization, capital, and equipment to perform the services as described under this solicitation. Pre-award inspection of the company's place of business may be conducted prior to award.

c. Contractor shall be certified and licensed by The State of Florida in backflow testing and repair. The bidding Contractor shall also be a State of Florida Licensed Plumbing Contractor and be in good standing with the State of Florida Licensing Board. Must submit proof with bid documentation.

d. Contractor shall also have, as a minimum, Workers Compensation and Comprehensive Liability Insurance in sufficient amounts to satisfy Florida State Requirements. Proof of Certification and

Licensure shall be provided at the time of bid submission.

e. Contractor shall have a staffed office during normal business hours with emergency service available 24 hours per day, 7 days per week via staffed answering service or other live contact. Applicable after-hours staff or answering service should maintain an accurate multiple technician list capable of response to an emergency within the two (2) hour time limit stipulated by this contract.

f. Contractor must maintain a minimum staff of four (4) technicians, certified in backflow testing and repair.

g. Contractor must have a minimum of three (3) fully equipped service trucks. Photographic proof of ownership must be submitted with bid.

5. PRE-BID CONFERENCE

No pre-bid meeting scheduled for this solicitation.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

- Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

8. DELIVERY

a. Material/equipment installed shall be new and the City is to be provided with complete manufacturer's warranties.
b. Material/equipment installed will comply with manufacturers written instructions
c. Material/equipment must be available for inspection.

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall be all inclusive and shall include freight, delivery, handling charges and any other charges associated with the service as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

DESCRIPTION OF WORK

The City of Jacksonville (COJ) is accepting bids from qualified and experienced Contractors for comprehensive service, repair, replacement, testing, inspection, and installation of Backflows (BF) at any City-owned or leased facilities.

LOCATION

All City owned or leased facilities at the request of the Public Buildings Division and/or in response to JEA notices.

All questions regarding the installation shall be made in writing via e-mail to Bryan Matus – City of Jacksonville, Purchasing Analyst, bmatus@coj.net . No interpretation of the meaning of any part of this bid, nor corrections of any apparent ambiguity, inconsistency, or error herein, will be made to any bidder orally. All requests for written interpretation or correction must be in writing. Additional information or clarifications should be submitted in writing. All such interpretations and supplemental instructions will be in the form of written Addenda to the bid documents, which if issued will be e-mailed to all known prospective Bidders.

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. The work shall consist of BF service, repair, maintenance, testing, inspection, and installation on and as needed and when requested basis. Emergency response may be required and is at the sole discretion of the Public Buildings Division.

B. All reporting requirements will be completed by contractor and sent directly to JEA, and copies provided to the City.

C. Periodic meetings shall be held, as needed, to monitor the performance of the Contractor.

D. If awarded, the term of the Award/Contract shall be for one (1) year from date of Award with four (4) one (1) year renewal options at the sole discretion of the City. The City shall not incur any liability should it choose not to exercise its exclusive option to renew the Award/Contract.

1.2 SCHEDULING OF OPERATIONS

A. Contractor acknowledges that buildings and parks will be occupied in most situations. It is the Contractor's responsibility to schedule work that does not result in water service disruption with the Occupants of the buildings. Should the scheduling requirements of the building Occupants be considered unreasonable, the Public Buildings Division will manage the disruption of service.

B. As deemed necessary due to the nature of contract work and related emergencies, the Contractor must be available 24 hours per day, 7 days per week, 365 days per year.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

Contractor shall perform all work in accordance with applicable codes. The work shall be completed by experienced persons certified in BF testing and BF repair and replacement. Where required by Florida Building Code, the employee shall be properly licensed. Give all necessary notices, obtain all state and municipal permits, pay all fees necessary in connection with installation, including applicable sales and use tax and make

sure all tests that are called for adhere to the regulations of such authorities.

1.4 GUARANTEE

All work shall be completed in accordance with the manufacturer's specifications. All parts will be securely installed and comply with accepted standards. Unless specified by the Public Buildings Division, all materials shall be new and free of defects and shall be installed using the manufacturer's latest standard design. All newly installed materials shall meet or exceed the quality and performance of the materials presently installed. The Contractor shall guarantee that he will make good any defects not due to ordinary wear and tear or improper use or care, which may develop within one year from date of final acceptance of project. Equipment warranties, serial and model numbers of equipment shall be included with the invoices submitted for payment.

1.5 CITY'S RIGHT TO TERMINATE FOR CONVENIENCE

The City reserves the right to terminate the Contract for any reason by giving 30 days' written notice to the Contractor. If the Contract is terminated for convenience, City will be relieved of all further obligations other than payment for number of approved services performed up to the date of termination. Access to all work papers will be provided to The City within 30 days after the termination of the Contract.

1.6 WORK IN HARMONY

The Contractor shall work in harmony with any other forces the City decides to utilize for related work. The City is not required to utilize this Contract and may solicit or purchase services from others while this non-exclusive Contract is in place.

PART 2 – OUTLINE OF SERVICES

2.1 REGULAR REQUESTS

Contractor shall respond to the facility for routine service requests within (2) business days of being contacted by the City. Testing and repair can proceed at the awarded unit price with informal approval. Work not on the unit price schedule will require a quotation and formal approval prior to commencing work. Proposals shall be in detail required by the approver.

2.2 EMERGENCY REQUESTS

The Contractor shall respond to the facility for weekend and/or after hour emergency service requests within (2) hours of being called by the City. Emergency services shall include corrective repair of any problem required to restore the facility and/or grounds to an operational, secure and/or safe condition. This work will commence with verbal authorization from the Public Buildings Division and prior to having an approved and signed estimate. Once the emergency scope of work is completed, a follow up cost estimate will be submitted at the Contractor's earliest available opportunity for review/approval before completing any further non-emergency scope of work required and invoicing for any completed work.

1. After hours requests are defined as requests made between 5:00 pm and 06:59 am the following morning.
2. Weekend requests are defined as requests made between 5:00pm on Friday and 06:59 am

Monday.

2.3 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO:

- Responding to JEA notices of BF testing.
- Identifying failed tests and proposing corrective repairs or replacement.
- Timely response to meet deadlines.
- Plumbing materials, backflows or parts, equipment, labor, misc. materials, excavation, backfill, concrete and asphalt paving as it relates to the scope of work to accomplish a complete repair/replacement/installation.

2.4 PRICE

A. This is a labor and materials Contract guided by the rates and pricing structure identified in the Bid Proposal Form. The City reserves the right to request firm price quotations on work/individual projects from the successful Contractor or any other Contractor.

B. Rates shall be in effect as of date of award and remain constant for an initial Contract term of 12 months unless terminated, canceled, or extended.

C. Markup percentage on materials, supplies and sub-contractors used for contract work shall not exceed the contract's approved mark-up percentage for overhead and profit (OH & P).

D. Equipment, tool trucks, tools and testing equipment are included in the OH portion of labor rates and unit prices.

E. The quantities used on the Bid Proposal Form are annual estimates.

F. Service calls & repairs shall be invoiced at the completion of each project, according to the rates submitted on Bid Proposal Form. Upon project completion, invoices must be submitted within 15 days. All invoices shall include, at a minimum, the following information:

   a. Current open/standard purchase order number.

   b. Facility name and address of where work was completed.

   c. City Facility Manager who initiated work.

   d. Contract rates and charges extended by service quantities.

   e. Description of work performed.

   f. Backup invoices for materials or equipment purchased and included, as requested by the City.

   g. A one-year warranty on parts and labor will be included on invoice for replacement parts or installation of new equipment, with model number, serial numbers, and operating manuals.

   h. Invoices for regular service and emergency calls must have time of arrival and departure included.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Contractor is responsible for familiarizing themselves with existing field conditions prior to submitting their quotation. Contractor shall coordinate the location with staff prior to commencing work. All labor and materials necessary to complete the installation shall be included in the quotation.

B. All service shutdowns shall be coordinated with the affected parties.

C. Installation to proceed as specified per manufacturer's published installation instructions and to industry best standards.

D. Installers shall be certified by the manufacturer to insure warrantable installation when applicable.

E. Contractor shall ensure that they have the necessary resources for the successful completion of the work.

F. Equipment must be in good mechanical condition and not require excessive maintenance, repairs or create excessive down time that jeopardizes the Contractor's ability to provide the work agreed to.

G. All work performed shall be subject to inspection and meet the approval of the City. If the work is not approved, the City shall have the right to reject it or require corrections.

H. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for the work not provided in accordance with the Contract.

I. The City shall be the final judge of all work and its decisions to all matters in dispute will be final.

J. The City may have its own work forces and other Contractors on site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on site and require their coordination with each other.

K. If the Contractor is unable to provide the services within the time frame required, or is unavailable, the City reserves the right to contact another Contractor to perform the service(s).

3.2 WORKSITE PROCEDURES

A. The Contractor will be required to notify City staff upon arrival and before starting any work, and prior to departure from the facility. An identity badge, parking pass and or keys may be required from staff.

B. Contractor's qualified journeyman personnel required to work at the Police Memorial Building, Pre-Trial Detention Facility, Community Transition Center, and other sites as designated by the City, shall be required to successfully complete and maintain security clearance for the duration of the Contract.

C. The Contractor must have on call, at least one security cleared employee for after-hours callouts

to the Police Memorial Building, Pre-Trial Detention Facility, Community Transition Center, and other sites as designated by the City. Any employees denied security clearance shall be restricted from entering the designated City facilities, and the Contractor shall provide an employee who has obtained a security clearance.

D. Any costs for obtaining security clearances shall be the responsibility of the Contractor.

E. Contractor is responsible for installing temporary restrictions, barricades, and signs during service/repair operations.

F. Contractor is required to schedule work with the local users and accommodate those who cannot allow shut down of their operations.

G. Contractor must inform Public Buildings immediately if any safety hazard is discovered.

H. Contractor must ensure that all staff are wearing clearly visible identification.

I. Acquiring all necessary permits will be the responsibility of the Contractor.

J. Contractor has the responsibility of locating any underground utilities if present to ensure damage does not occur. If damage occurs, Contractor will repair the damage at its own expense.

3.3 PROTECTION

Contractor shall use care and caution so that no persons are injured, or no property is damaged in providing the work. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the work or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall immediately rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible immediately at no charge or cost to the City and to the satisfaction of the City.

3.4 CLEANING

At the end of each workday and at the conclusion work, the Contractor shall clean up all debris, promptly remove any equipment or materials, and leave the site of work in a clean and tidy condition. Work site must be returned to original condition. Larger projects such as station replacements and installations may include sod replacement, fence restoration, sanitation activities, sidewalk or driveway replacement or seeding.

3.5 PERFORMANCE GUARANTEE

Contractor shall assume full responsibility to provide an operational utility service upon completion of work.