

REQUEST FOR QUALIFICATIONS (RFQ) FIRE HYDRANT PAINTING PROGRAM

2018

BID# W&S-FHP18

This document is a request for qualifications (RFQ) from firms with extensive experience in painting fire hydrants. The City of Freeport is requesting proposals for a Fire Hydrant Painting Program from an experienced professional contractor to paint fire hydrants in the City's water distribution system.

GENERAL REQUIREMENTS: Submit three (3) packets of the requested materials to be **opened and evaluated in private**.

SUBMISSION LOCATION: City of Freeport – Clerk's Office
314 West Stephenson Suite #200
Freeport, IL 61032

SUBMISSION DATE: **Friday, July 27, 2018 by 4:30 P.M.** Packets received after this time specified will not be opened/accepted.

CONTACT/QUESTIONS: Submit questions via email to: City of Freeport, Director of Utilities, utilitydirector@cityoffreeport.org Questions are required no less than three (3) business days prior to the proposal opening date. **Absolutely no informal communication shall occur regarding this RFQ, including requests for information, or communication between offerors or any of their individual members and any City elected official or employee. All questions will be answered with a copy of the question and answer to each RFQ respondent.**

CONTENTS: The following sections, including this cover sheet, shall

be considered integral parts of this solicitation: *Notice of RFQ
*General Terms and Conditions *Project Scope *Submission Requirements



City Contact:
Tom Kopanski
Director of Utility Operations
815.233.1686
utilitydirector@cityoffreeport.org

CITY OF FREEPORT, ILLINOIS - BIDDING GENERAL CONDITIONS

GENERAL TERMS AND CONDITIONS

1. **Negotiations:**

The City of Freeport reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFQ.
2. **Confidentiality:**

RFQs are subject to the Illinois Freedom of Information Act.
3. **Reserved Rights:**

The City of Freeport reserves the right at any time and for any reason to cancel this RFQ or any portion thereof, and to reject any or all submittals. The City reserves the right to waive any immaterial defect in any submittal. The City may seek clarification from a respondent at any time, after the submission date, and failure to respond promptly is cause for rejection.
4. **Incurred Costs:**

The City of Freeport will not be liable for any costs incurred by respondents in replying to this RFQ.
5. **Award:**

Award will be based on the highest ranked responsive, responsible respondent based upon the evaluation criteria established by the City of Freeport, in its sole discretion. Award will be based on the evaluation criteria set forth herein.
6. **Discussion of RFQ:**

The City of Freeport may conduct discussions with any respondent who submits an RFQ. During the course of such discussions, the City shall not disclose any information derived from one RFQ to any other respondents.
7. **Contract Period:**

Time is of the essence. The contractor shall be able to devote sufficient resources to this project.
8. **Responsibility & Default:**

The respondent shall be required to assume responsibility for all items listed in this RFQ. The successful respondent shall be considered the sole point of contact for purposes of this contract.
9. **Consultants/Sub-Contractors:**

Consultants/sub-consultants are not allowed for this contract. The proposer must complete all required work.
10. **Payments:**

Payments shall be made in accordance with the Local Government Prompt Payment Act.
11. **Interpretations or Correction of Request for Qualifications:**

Respondents shall promptly notify the City of any ambiguity, inconsistency or error that they may discover upon examination of the RFQ. Interpretation, correction and changes to the RFQ, if any, will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

12. **Addenda:**

Addenda are written instruments issued by the City prior to the date of receipt of responses, which modify or interpret the RFQ by addition, deletions, clarifications or corrections. Each respondent shall ascertain prior to submitting a packet that all addenda issued have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the contents of the addenda.

13. **Taxes:**

The City is exempt from paying certain Illinois State Taxes.

14. **Non-Discrimination:**

Respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the proposal shall comply the Illinois Drug Free Workplace Act, Title 44, chapter 10.

15. **Insurance: *Please submit certificate with your proposal***

The respondent must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the City with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker's Compensation Insurance** covering all liability of the respondent arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- General Liability:**

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- Comprehensive**

Automobile Liability, Bodily Injury, Property Damage:

General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$500,000

The respondent agrees that with respect to the above required insurance, the City of Freeport, shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) day notice, in writing, of cancellation or material change;
- Be provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of the Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

16. Change in Status:

The respondent shall notify the City of Freeport immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) vendor ceases to conduct its operations in normal course of business. The City of Freeport shall have the option to terminate any contract with the vendor immediately on written notice based on any such change in status.

17. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement; The City of Freeport Request for Qualifications; and the respondent's response to the RFQ.

18. Submittal and Evaluation Factors:

The contract will be awarded to the responsible, responsive, or any other respondent, as determined by the City, to be in the best interest of the City, who meets or exceeds the criteria sought by the City. The City reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the RFQ of a respondent who has previously failed to satisfactorily perform, has not completed contracts on time or whom, upon investigation, is found not to be in a position to perform the contract.

Evaluation Criteria

Each response to the RFQ will be evaluated based on the level of creativity, differentiation and measurability, listed in order of importance:

Scope of Work, Project Approach and Project Management:	25 points
Experience of Key Personnel and Firm:	25 points
Pricing	25 points
Client List and References	25 points

SUBMISSION REQUIREMENTS

Respondents must submit the following information to be considered (include the corresponding item number with each response):

Section 1: Cover Letter

Provide a cover letter with the following information: A

1. Details of company such as address, phone number, etc.
2. Proposal number or bid number
3. Highlights of proposer's qualifications
4. Understanding of project
5. Subcontractors are NOT allowed to be employed for this project
6. This project will be staffed by full time employees of the Service Provider
7. Service Provider owns all required equipment to complete the project.

Section 3: Detailed Description of Project, Approach, and Schedule

Section 4: Project Team

Section 5: Corporate Profile

Section 6: References

Section 7: Costs

Please provide a bid proposal for the work described in this RFQ in a separate sealed envelope. The bid proposal shall not be used as initial Evaluation Criteria; and will be used in negotiations with the highest ranked firm. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

The Contractor shall supply the City a **unit price (per fire hydrant)** and **total price for 200 fire hydrants**. This Unit price will include all costs associated with the Fire Hydrant Painting Program for the selected fire hydrants in the distribution system. The City reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only and may be altered.

SELECTION PROCESS

The City intends to conduct a comprehensive, fair and impartial evaluation of packets received in response to this RFQ. All responses that are properly submitted will be evaluated using the evaluation criteria listed. All responses that are properly submitted will be evaluated by the evaluation committee that will make recommendations for the award.

Upon approval by the committee, the City shall enter into contract discussions with the successful respondent. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the City), then contract discussions will be terminated and contract discussions with the next highest-ranking respondent will commence. Negotiations shall continue at the sole option of the City until a contract is signed and approved or all responses are rejected and the RFQ is withdrawn. The selection process may involve two steps: written submittals will be evaluated and scored, and then oral interviews will be conducted with the highest-ranking firm(s), if necessary.

SCHEDULE

<u>Task</u>	<u>Completion Date</u>
a) RFQ Issuance/Advertisement	July 6, 2018
b) Deadline for Questions	July 24, 2018
c) RFQ Response Due Date	July 27, 2018
d) City Board approval	August, 2018

The Proposer will submit as part of the proposal, a work schedule detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar or timeline would be helpful for detailing the work proposed.

By submitting a response, the respondent certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFQ and understands the nature and scope of the work to be done and the terms and conditions thereof. The respondent further agrees that the performance time specified is a reasonable time.

SCOPE

The work to be done under this scope includes furnishing of all labor, materials, transportation, tools, and supplies necessary to sandblast, prime, and paint approximately 200 fire hydrants in 2018-2019. The objective of this scope is to provide the details of the expected material and workmanship necessary to produce a quality coating system. All painting work shall be implemented in accordance with the manufacturer's instruction and shall be performed in a manner satisfactory with the City.

Note: The City of Freeport began installing fire hydrants in 1883. These hydrants, up until 1978, were painted with a lead-based paint, so there are still some hydrants that have their original coating, under layers of subsequent coatings. Any hydrant with a manufacture date before 1979 shall be considered as having lead-based paint, and the appropriate measures and costs need to be taken into consideration, in your submittal.

Due to budget constraints, the City reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only and may be altered.

The City will provide a map and hydrant inventory for each work area. The inventory will list each of the locations and identification numbers of all hydrants that will need service. On a worksheet provided by the Contractor, the following shall be documented:

- Hydrant identification number
- Date and time of surface preparation
- Date and time of prime coat application
- Date and time of first coat application
- Date and time of second and finish coat application

FIRM EXPERIENCE

The Contractor shall provide a company overview covering all the services provided. This should include its primary line of business; how long the company has been in business, and how long the company has been providing fire hydrant painting services with regard to this proposal.

The Contractor will submit at least five (5) project references where the Contractor has completed similar work in size and scope in the last three (3) years. This submittal will include the following:

- A brief description of the work completed.
- Contracted amount.
- Time required completing the project.
- Findings of the project.
- Projected annualized cost saving to the City authorizing the project.
- Contact names, phone numbers, addresses, and e-mail addresses of the City authorizing the project.

SAFETY AND COMMUNICATION

The City is committed to the safety of its personnel and the general public. The Contractor must comply with all the City safety requirements and those of the City, County, State, and Federal Government. The submitting firm will provide their safety record (last three years) and a project safety plan. The Contractor shall conduct and abide in accordance with all local and state environmental rules and regulations pertaining to paint applications.

The Contractor shall be responsible for scheduling and communicating with surrounding property owners where fire hydrant painting will require the temporary relocation of vehicles or other property in order to complete the work.

The Contractor shall construct a shield or shroud that will contain any over-spray. Any damage to private property shall be the Contractor's responsibility for repair. In the event of such damage, the Contractor must report to the City of Freeport Water & Sewer Department's Planner/Dispatcher. The Contractor must communicate with residents and business owners in a professional and courteous manner at all times.

The Contractor shall pick up, collect, and dispose of all debris generated by this project.

The Contractor shall protect and maintain pedestrian and vehicle traffic by the proper use of barricades, warning lights, and necessary traffic control and safety devices, conforming to federal, state, and local regulations regarding their use. All forms of traffic control on public roadways required by the work shall be in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways", Articles 107.09 and 107.14 of the IDOT "Standard Specifications", and the "Highway Standards". If the City finds the Contractor at any time to be unsafe and unable to perform the above traffic control, a stop work order will be issued until the problem can be resolved or the contract will be terminated. **The City is not responsible for site safety. The Contractor is solely and**

exclusively responsible for construction means, methods, technologies, and site safety. While working within City rights-of-way, any vehicles belonging to the Contractor must be identified with the firm's name.

The Contractor will adhere to the following:

- Proper PPE (personal protection equipment) shall be worn at all times. A class III reflective safety vest will be worn for all work. Class II is not acceptable.
- The Project Team will follow all traffic safety rules, as is designated by the *City, The Department of Labor, OSHA and the State Department of Transportation*. Project personnel will be trained (certified where applicable) by an organization such as the *AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)*, in Traffic Control and Safety (MUTCD Standards).
- The Project Team will follow all procedures regarding Work Place First Aid & CPR, as is designated by the *City, The Department of Labor and OSHA*. Project personnel will be trained (certified where applicable) in First Aid & CPR.
- The Project Manager and the Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.

WORK HOURS

Work hours shall be 7:00 AM to 6:00 PM, Monday through Friday. No Saturday, Sunday, or holidays are to be worked unless prior approval is given by the City. Work on State or County highway can only be performed between 9:00 AM and 3:00 PM to avoid rush hour delays and comply with Stephenson County, and IDOT rules & regulations.

WARRANTY

All work and materials shall be warrantied for a minimum of two years from the date of acceptance. Any work proving defective within two years from the date of acceptance shall be redone without additional expense to the City. The warranty shall cover peeling, adhesion, cracking, and premature fading. Prior to final payment, the assigned warranty card shall be provided to the City.

SPECIFICATIONS

All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the City. The Contractor shall submit to the City, immediately upon completion of the work, certification from the paint manufacturer indicating the quantity of each coating purchased was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations. No substitutions for the primer or paint are permissible, without City approval.

1. Surface Preparation: The Contractor shall remove all grease, oil, loose paint, dirt, and other foreign materials from the hydrant surface prior to blast cleaning. Deposits shall be removed by methods specified in the Society for Protective Coatings SSPC-SP1 Solvent Cleaning Procedure.

The Contractor shall supply the appropriate blast media that does not contain silica.

The Contractor shall abrasive blast clean all surfaces to remove all rust, mil scale, and existing paint on the entire hydrant in accordance with the Society for Protective Coatings Commercial Blast Clean for Steel procedure (SSPC-SP6), which includes containment and proper disposal of paint.

2. First Top Coat – ENVIROLASTIC 840 DTM HIGH GLOSS URETHANE Safety Yellow: The Contractor shall use ENVIROLASTIC 840 DTM HIGH GLOSS URETHANE Safety Yellow, or equivalent approved by the City. The Contractor shall coat all surfaces to achieve a wet film thickness as recommended by the manufacturer. All hydrants will be painted yellow.
3. Second Top Coat – ENVIROLASTIC 840 DTM HIGH GLOSS URETHANE Safety Yellow: Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage, as needed. The need for a second top coat will be determined by visual inspection and achieving the manufacturer's recommended dry film thickness.

The Contractor shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog, mist, or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours of paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. Painting should be completed well in advance of the probable time prior to the formation of moisture on the surface.

The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied. Wet film thickness shall be measured in accordance with current ASTM D4414-95, "Standard Practice for Measurement of Wet Film Thickness by Notched Gauges." Dry Film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges."



BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Freeport are REQUIRED to submit with any formal, sealed bid, all of the following documents and information, attached herewith, completed and signed:

- Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- The Certificate of Non-Segregated Facilities.
- Certificate of Non-Barred Bidding
- All executed Subcontractor/Leased Operator and Supplier forms.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

It is the policy of this company, _____ to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____% of our work force are minorities and _____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small businesses located within City of Freeport or Stephenson County.

_____ Officer in our company, responsible for submission of all required equal employment opportunity documents *when required* by contract.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)



CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm



CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm

Our firm is a:	City Certified?	Yes	No
Minority Business	City Certified?	Yes	No
Enterprise Women			
Business Enterprise			
Neither			