

**City of Oxford
110 West Clark Street
Oxford, GA 30054**

REQUEST FOR PROPOSALS FOR WATER TANK MAINTENANCE SERVICES

The City of Oxford seeks a qualified contractor to provide water tank maintenance services to the city's 250,000 gallon elevated water tank.

Purpose

The City of Oxford is soliciting proposals from qualified firms for the contract of long term maintenance and management to include but not be limited to engineering and inspection services, rehabilitation, repair, repainting, inspection, washout, and preventative maintenance of the city's 250,000 gallon elevated water tank. It is the intent of the RFP to determine the most qualified firm to which the City of Oxford could contract these services.

This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected and the contractual terms which will govern the relationship between the City of Oxford and the Contractor.

Scope of Work

It is the intent of the City of Oxford to solicit a full service perpetual maintenance program from a firm that will provide professional asset management, engineering services (specific to the maintenance of the existing water storage tank covered by this RFP), all inspection services (washout & visual), all repair and painting services (consistent with current paint scheme). The proposal shall address all of the information outlined herein. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal.

Each firm is responsible for testing the current materials in place on the Tank for hazardous content. All work must comply with OSHA Confined Space Entry, Georgia Environmental Protection Division, A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations. Proposals will be considered, and should be written to provide the contracted maintenance of the following tank:

250,000 Gallon Elevated Tank – 1302 Coke Street

Tank Inspection Schedule

Proposals shall also specify the frequency and degree of inspection and cleanout services the City could expect under the terms of the maintenance contract. A minimum of three (3) washout inspections with detailed engineering report shall be conducted in any ten (10) year period when an interior renovation is performed during the same timeframe. At a minimum, each tank shall be visually inspected once in a twelve (12) month period.

At a minimum, a written report along with photographs shall be prepared and submitted to the City of Oxford within thirty (30) days of completion of inspections. Additionally, each perspective firm should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.

Statement of Qualifications

Proposals shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract.

Safety Program

Each proposal shall include a formal Safety Program stating company policy on all safety procedures. Document procedures are to include workers protection, confined space, fall protection and general safety procedures.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the City of Oxford's best interests to include, but not limited to:

- Ability to safely perform the required services as specified
- Pricing of services
- Information provided by references
- Experience in providing the required services

Communication with the City of Oxford

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Oxford will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to the Oxford City Clerk.

Award of Proposal

The City of Oxford will make the award on a total sum basis to the most responsive and responsible bidder as determined by evaluation of the defined criteria. The City of Oxford reserves the right to waive minor irregularities. The City of Oxford reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the city. Should the City of Oxford determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

Award Protest

Bidders may appeal the award decision by submitting a written protest to the Oxford City Clerk within five business days of the date of the award notice.

Confidentiality

The information contained in proposals submitted for the City of Oxford's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time all proposals will be available for public inspection.

Cost of Preparation

Bidder assumes all costs of preparation of the proposal and any presentation necessary to the proposal process.

Proposal Understanding

By submitting a proposal the bidder confirms that the specifications are understood, adequate, and the bidder accepts the terms and conditions therein.

Proposal Submission

A **SIGNED** original of the proposal must be submitted to:

**The City of Oxford
110 West Clark Street
Oxford, GA 30054**

in a sealed envelope no later than **May 16, 2018**. Normal business hours are 8:00 AM to 5:00 PM. Proposals received after the due date and time will not be accepted. **Faxed and emailed proposals will not be accepted.**

Proposals must be submitted in a sealed envelope and clearly marked with the proposal title and proposal date on the outside of the envelope.

GENERAL TERMS AND CONDITIONS:**Contract Documents**

The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement from the City of Oxford.

Contract Modification and Amendment

The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the City Clerk. Modifications or amendments must be in writing and signed by both parties.

Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

Cancellation/Termination

If the Contractor fails to provide personnel, supplies, or equipment to the satisfaction of the City of Oxford or in any other way fails to provide service in accordance with the contract terms, the City of Oxford may take whatever action it deems necessary to provide alternate services and may, as its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the City of Oxford, either party may terminate this contract by giving thirty (30) days advance written notice to the other party.

Clarification of Responsibilities

If the Contractor needs clarification of the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the City of Oxford.

Litigation

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

Assignment

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the City of Oxford.

Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the service which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City of Oxford. The Contractor is not to be deemed an employee or agent of the City of Oxford and has no authority to make any binding commitments or obligations on behalf of the City of Oxford except as expressly provided herein.

Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City of Oxford and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City of Oxford for which the City of Oxford may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence or more
2. Automobile Liability	\$1,000,000 per occurrence or more
3. Workers Compensation	Required for all personnel

Certificates shall be provided to the City of Oxford by the insurance company. Certificates will not be accepted from the contractor.

PERFORMANCE TERMS AND CONDITIONS:

Contract Term

The initial term of this contract is from January 1, 2019 to December 31, 2019. With mutual written agreements of the parties, this contract may be extended for two (2) one-year periods.

Employees

All persons employed to perform these services shall be employees of the Contractor and well-trained in water tank maintenance services. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City of Oxford.

Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

Equipment and Supplies

All equipment and supplies required to carry out operations within the scope of this contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to OSHA and any other safety standards in effect at the time of use.

Pricing

Pricing submitted shall remain firm through December 31, 2019. On January 1, 2020, and on each successive anniversary date thereafter, the price can remain as bid or may be based on a price adjustment either upward or downward. Contractor shall be required to furnish cost estimates at least forty-five (45) days prior to anniversary date to substantiate any requested increase. If approved, the price increase will be effective on the date of the subsequent contract period. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment or overhead/profit.

Payments

Contractor payment will be made quarterly upon submittal of an invoice to the Oxford City Clerk on a net 30 basis unless discount terms are offered.

Work Specifications

Contractor will supply all labor, equipment and supplies required to perform the contracted services. All work will be in accordance with the City of Oxford and Newton County ordinances and all applicable State, Federal and Regulatory Agency laws and regulations.

Security/Confidential Information

The City of Oxford reserves the right to conduct background checks on all individuals employed the contractor and performing the contracted services in the City of Oxford. Contractor will provide the City of Oxford a list of all such employees with sufficient identification to enable the city to conduct such inquiries as deemed appropriate by the city.

Contractor agrees that any information received by the Contractor or his/her employees during the course of the work specified in this agreement which concerns the personal, financial or other affairs of the City of Oxford and its employees shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

No unauthorized person or persons shall accompany contractor's personnel while conducting work under this contract.

References

List a minimum of three systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Person of Contact, Telephone Number of Contact, and Number of Tanks in the System under contract.

Contractor Data

Your proposal should contain the following information and any other you consider appropriate:

Name of Company:

Address:

City/State/ZIP:

Contact Person:

Telephone:

Cell:

Fax:

Email:

Pricing for Services Offered:

Name and Title of Authorized Representative

Signature of Authorized Representative

Date: