

CITY OF SALISBURY

PURCHASING DEPARTMENT

SALISBURY, MARYLAND

BID DOCUMENTS

FOR

CONTRACT NO. RFP 12-10

WATER TANK MAINTENANCE & INSPECTION SERVICES

THIS SPACE FOR PROCUREMENT DEPARTMENT
Date of Award:
Awarded To:
Chargeable to Account :
Bid Date: Friday, June 18, 2010
Bid Time: 2:30 P.M.
Pre Proposal Meeting Scheduled: Wednesday , June 2, 2010
10:00 A.M.
Ad Run:

ADVERTISEMENT

CITY OF SALISBURY
CONTRACT RFP 12-10
WATER TANK MAINTENANCE & INSPECTION SERVICES

The City of Salisbury is seeking proposals from qualified firms to provide technical services for visual coating and structural inspection, minor maintenance, and emergency repair of City of Salisbury Elevated Potable Water Storage Tanks.

Proposal documents may be obtained from the Department of Internal Services-Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, by calling 410-548-3190 during normal business hours, or via our web site, www.ci.salisbury.md.us, Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

A Pre-Proposal Meeting will be held on Wednesday, June 2, 2010 at 10:00 A.M. (local time) in Room 306 of the Government Office building, address listed above. Attendance is not mandatory but highly recommended. A site visit will be held immediately following the pre-proposal meeting.

Questions are due no later than Wednesday, June 9, 2010 at 12:00 P.M., local time, at the above location. No further questions will be accepted after this date. All questions shall be written and can be faxed, mailed, hand delivered or emailed to Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

Sealed Proposals are due in Room 104, Government Office Building, address above, until 2:30 P.M., local time, on Friday, June 18, 2010 at which time and place they will be opened publicly and only participant's names will be read aloud for the record. **NO LATE BIDS WILL BE ACCEPTED** and will be returned unopened.

All minority business enterprise contractors are encouraged to compete for award of this work.

Karen D. Reddersen, CPPO, SPHR
Assistant Director of Internal Services
Procurement Division
City of Salisbury, Maryland

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SECTION I: INTRODUCTION

1.1 PURPOSE

This RFP is to solicit proposals from qualified firms to provide technical services for visual coating and structural inspection, minor maintenance, and emergency repair of City of Salisbury Elevated Potable Water Storage Tanks.

1.2 QUESTIONS AND INQUIRIES

For information regarding bid documents and bidding requirements, please contact:

Karen D. Reddersen
Asst. Director of Internal Services-Procurement Division
City of Salisbury
125 North Division Street, Room 104
Salisbury, Maryland 21801
Phone (410) 548-3190
Fax (410) 548-3192
Email kreddersen@ci.salisbury.md.us

Copies of this RFP are available in the Office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site www.ci.salisbury.md.us. Bids & RFPs.

1.3 FILLING OUT FORMS

- A. Use only forms supplied by the City.
- B. Make an original and two copies for submission.
- C. All blanks on the form shall be filled in by typewriter or manually in ink.
- D. Where so indicated by the make up of the proposal form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- E. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Proposal.
- F. Each copy of the Proposal shall be signed by the person or persons legally authorized to bind the proposer to a contract, using the legal name of the signer. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.
- G. Proposer shall supply all information and submittals required by the documents to constitute a proper and responsible proposal.
- H. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the City of Salisbury.

1.4 **SUBMISSION OF PROPOSAL**

- A. All copies of the Proposal and any other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope. The envelope shall be addressed to the Assistant Director of Internal Services–Procurement Division and shall be identified with the project name and the proposer’s name and address. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “**SEALED PROPOSAL ENCLOSED**” on the face thereof.
- B. Proposals shall be deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement or Invitation to Proposal, or any extension made by Addendum. Proposals received after the time and date for receipt will be returned unopened.
- C. Proposer shall assume full responsibility for taking whatever measures necessary to ensure that the proposal reaches the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of proposal. The City shall NOT BE RESPONSIBLE for any proposal delayed in the postal or other delivery service nor any late proposal, amendment, or request for withdrawal of proposal, received after the proposal date.
- D. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer’s own risk.
- E. A fully executed Affidavit of Qualification to Bid shall be attached to each proposal.
- F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO PARTICIPATE.
- G. All proposals shall be valid for a minimum of sixty (60) days from the date of proposal opening.

1.5 **OPENING OF PROPOSALS**

- A. Proposals received on time will be opened publicly and only participant’s names will be read aloud for the record.
- B. The contract will be awarded or all proposals will be rejected within sixty (60) days from the date of proposal opening.

1.6 **ACCEPTANCE OR REJECTION OF PROPOSALS**

- A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** proposer complying with the provisions of the proposal documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a proposal from a proposer who, investigation shows, is not in a position to perform the contract; or a proposal from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt or contract.

In determining a proposer’s **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price:

- (1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including

current financial statement or other evidence of pecuniary resources and necessary facilities.

- (2) Character, integrity, reputation, experience and efficiency.
 - (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - (4) Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
 - (5) Evidence of adequate insurance to comply with contract terms and conditions.
 - (6) Statement of current work load and capacity.
 - (7) Explanation of methods to be used in fulfilling the contract.
- The proposer, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the City of Salisbury.

In determining a proposer's **RESPONSIVENESS**, the City shall consider whether the proposal conforms in all material respects to the proposal documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The City shall have the right to reject any and all proposals, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the proposals received, to reject a proposal not accompanied by required proposal security or other data required by the proposal documents, and to accept or reject any proposal which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the Contract in its own best interests.

1.7 **CLARIFICATION OF TERMS**

Firms or individuals that submit a bid for award of this contract are referred to as "proposers" in this document. The firm or individual that is awarded the contract is herein referred to as the "Firm." The words Bidder, Offeror, Consultant, Proposer, and Contractor may be used interchangeably.

1.8 **NOTICE TO BIDDERS**

Proposers, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of this solicitation and specifications. Failure to do so will not relieve the proposer of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the work to be performed, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PROPOSAL

Proposals should be prepared simply and economically, providing straightforward and concise description of the proposers' capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

2.2 RESPONSIBILITIES OF THE FIRM

- A. The Firm shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Firm shall perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.
- B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the contract shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of this contract, and the Firm shall be liable to the City in accordance with applicable law for all damages to the City caused by the Firm's negligent performance of any of the services furnished under the contract.
- C. The rights of the City provided for under this contract are in addition to any rights and remedies provided by law.

2.3 PROPRIETARY INFORMATION OR TRADE SECRETS

The proposer may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

2.4 OWNERSHIP OF MATERIALS

Ownership of all material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the City and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm in connection with a procurement transaction shall not be subject to disclosure under the Freedom of Information Act. However, the Firm must invoke the protections of this section prior to or upon submission of the data or other materials.

2.5 AUDIT

The Firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

2.6 **KEY PERSONNEL**

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. No replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Assistant Director of Internal Services–Procurement Division

2.7 **NONPERFORMANCE**

The City reserves the right to inspect all operations and to withhold payment for any work not performed or not performed in accordance with the specifications. Errors, omissions or mistakes in design shall be corrected at no cost to the City. Failure to do so shall be cause for withholding of payment for that service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Firm as uncooperative, which may jeopardize future project order solicitations.

2.8 **PAYMENT TO SUBCONTRACTORS**

The Firm awarded the contract under this solicitation is hereby obligated:

- A. To pay any subcontractor(s) within seven (7) days of the Firm's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- B. To notify the City and the subcontractor(s) in writing of the Firm's intention to withhold payment and the reason.

2.9 **CONTRACT AWARD**

- A. A written award in the form of a Purchase Order or other contract document shall result in a binding Contract without further action by either party. Contract shall be executed by the successful Firm within fifteen (15) working days of receipt of Contract.
- B. Proposals and contracts issued by the City of Salisbury shall bind the Firm to applicable conditions and requirements herein set forth, unless otherwise specified in the proposal documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- C. City of Salisbury personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of proposal to another firm.
- D. The City of Salisbury reserves the right to engage in individual discussions and interviews with those bidders deemed fully qualified, responsible, suitable and professionally competent to provide the required services should the project size warrant it. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing bidders shall not be disclosed to the public or to competitors.

2.10 **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A proposal may not be modified, withdrawn or cancelled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each proposer so agrees in submitting a proposal.

2.11 **DEFAULT**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Firm upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next low proposer, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Firm (or his surety) shall be liable to the city for cost to the City in excess of the defaulted contract price.

2.12 **COLLUSION/FINANCIAL BENEFIT**

- A. The proposer certifies that his/her proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the proposal, Proposer certifies that no member of the governing body of the City of Salisbury, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

2.13 **TAX EXEMPTION**

The City of Salisbury is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Firms doing business with the City of Salisbury. Firms are responsible for State Sales Tax of real property furnished and installed or constructed for the City of Salisbury.

2.14 **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- A. All proposers are subject to and must comply with the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Firm shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Firm further agrees that this non-discriminatory agreement shall be incorporated by the Firm in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

2.15 **INDEMNITY**

- A. The successful Firm agrees to indemnify, defend, and hold harmless the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting

from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- B. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Firm's own work or to the work of other contractors for which he or his workers are responsible.

2.16 **STATUS OF FIRM**

- A. The Firm shall be responsible to the City of Salisbury for acts and omissions of their employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Firm.
- B. It is understood that the relationship of Firm to the City of Salisbury shall be that of an "independent contractor." Nothing contained herein or indexable hear from shall be deemed or construed to (1) make the Firm the agent, servant, or employee of the City of Salisbury, or (2) create any partnership, joint venture, or other association between the City of Salisbury and the Firm.

2.17 **APPLICABLE LAWS**

Proposer/prospective Firm shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

2.18 **SUSPENSION OR TERMINATION FOR CONVENIENCE**

- A. The City shall have the right, at any time by written notice, for its convenience, to suspend the work for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.
- B. The City shall have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.
- C. Any notice issued pursuant to Sections A and/or B above shall state the extent and effective date of such notice, except as otherwise directed, the Firm shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.
- D. The Firm, within thirty (30) days of the Notice of Termination, shall submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.
- E. In the event of a termination, pursuant to Section B above, the City shall pay the Firm's expenses verified by final invoice as set forth in Section D for the following:
 - (1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;

- (2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.

F. The Firm shall not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

2.19 **CONTRACT CHANGES**

- A. **NO CLAIMS** may be made by anyone that the scope of the project or that the Firm's services have been changed (requiring changes to the amount of compensation to the Firm or other adjustments to the Contract) **UNLESS** such changes or adjustments have been made by an approved **WRITTEN AMENDMENT (Change Order)** to the Contract signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Firm. Payment will not be made by the City of Salisbury (Owner).
- B. **NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, shall be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services-Procurement Division (with City Council approval, if required) shall be honored or valid.
- C. If any change ordered in the work results in a reduction in the work, the Firm shall neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.
- D. No inspection, or any failure to inspect, at any time or place, shall relieve the Firm from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications.

2.20 **ADDENDUM**

- A. **No oral statements of any person shall modify or otherwise affect or interpret** the meaning of the Contract Drawings, the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of proposals.
- B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Department of Internal Services-Procurement Division to all holders of proposal documents in the form of written addenda. Proposers are cautioned that any oral statements made by any City of Salisbury employee that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. All addenda shall

- be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Proposer to receive any such addenda shall not relieve said Proposer from any obligation under his Proposal as submitted.
- C. Proposers are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Karen D. Reddersen, Assistant Director of Internal Services–Procurement Division, at 410-548-3190 during normal business hours.
 - D. The Assistant Director of Internal Services–Procurement Division, reserves the right to postpone the proposal opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

2.21 **VERIFICATION OF AS-BUILT DRAWINGS AND RECORDS**

The Firm must not rely totally on information contained within as-built or record documents. The Firm must verify existing conditions at the site and within buildings (i.e., those accessible for verification) by on-site observation and investigation.

2.22 **INSURANCE REQUIREMENTS**

Unless otherwise required by Special Conditions for this Invitation to Bid, if a contract is awarded, the firm will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at minimum).

- A. Comprehensive General Commercial Liability: \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to the project/location or the general aggregate shall be twice the required occurrence limit.

ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY SHALL INDICATE SUCH COVERAGE.

- B. Comprehensive Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation and Employer's Liability: Worker's Compensation as required by the Code of the State of Maryland and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.
- D. The bidders shall provide the City with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in conjunction with the contract.
- E. **THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE FIRM OF ANY OF THE RESPONSIBILITIES OR**

**OBLIGATIONS ASSUMED BY THE FIRM IN THE CONTRACT
AWARDED, OR FOR WHICH THE FIRM MAY BE LIABLE BY LAW OR
OTHERWISE.**

- F. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Firm to be in DEFAULT, and shall operate as an immediate termination thereof. The City reserves the right to require higher limits on any contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Firm/Vendor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker’s Compensation Act.

END OF SECTION

SECTION III: SCOPE OF SERVICES

3.1 PROJECT SCOPE

- A. Provide technical services for visual coating and structural inspection, minor maintenance, and emergency repair of City of Salisbury Elevated Potable Water Storage Tanks. Provide these services for a period beginning with the award of the contract and ending June 30, 2011. See Section 3.13 Renewal.
- B. Provide inspection of tank interior. Wash down tank interior and pump wash down water to nearest wastewater collection system. Conduct inspection in accordance with AWWA Standards. Upon completion of internal activities disinfect tank per AWWA and Maryland Department of the Environment requirements. Provide field report identifying any repairs or paint touch ups recommended. Provide any required gaskets for sealing manholes. Repair or replace any leaking manhole gaskets. Provide final report with photographs of findings.
- C. Provide cleaning and inspection of tank exterior. Interior and exterior work may or may not occur at the same time for an individual tank. Provide final report with photographs of findings.
- D. Provide proposal for minor paint or other maintenance recommended. Upon receipt of purchase order for the maintenance activities proceed with repairs.
- E. Provide emergency inspection service if requested by the City if an event has compromised the tanks in any way. Payment to be made as time & material.
- F. Provide pressure relief valve when College Avenue or Wor-Wic tanks are taken out of service if needed.
- G. Cleanup after work performed to restore original conditions of each site.
- H. Schedule work at least 30 days notice prior to work being performed. No work to be done during June, July or August.

3.2 ELEVATED WATER TANKS

The City's potable water elevated storage tanks consist of the following: College Avenue Tank, Edgemore Avenue Tank, and Wor-Wic Tank;

- A. College Avenue Tank is constructed of riveted steel and is supported by four legs. It was commissioned in July 1937, has an operating volume of 300,000 gallons, operating water level range of 30 feet, overflow elevation of 123.5 feet MSL, bottom of bowl elevation is 93.5' MSL and ground elevation is 31.0 MSL. Exterior Painting completed 9/27/05 (Shorebirds logo preserved);
- B. Edgemore Avenue Tank is constructed of welded steel and is supported by four cylindrical legs. It contains 500,000 gallons, has an operating range of thirty feet, overflow elevation of 124.56 feet MSL, bottom of bowl elevation of 94.56 MSL, and ground elevation of 34.56 MSL. Exterior was painted in 2009. An altitude valve and a booster pump exist on site, but are not part of this contract;
- C. Wor-Wic Tank is a Hydropillar configuration constructed by CBI, Inc. in 2005. It has a volume of 500,000 gallons, an operating range of 38 feet. Overflow elevation of 188.0 feet MSL and bottom elevation of 150.0 feet MSL. Ground elevation is 49.5 feet.

3.3 **EXECUTION OF WORK**

- A. All work will be scheduled at the convenience of the City as not to interfere with the City's conduct of business.
- B. City will schedule work based on needs and financial resources.
- C. Materials will be billed to the City at the successful Firm's cost plus the percentage profit. The successful Firm will supply their supplier's bill of materials at the request of the City.

3.4 **ESTIMATES**

- A. City Department staff will coordinate all non-emergency work. The successful firm will provide written "Not to Exceed" estimates on all non-emergency work. This estimate will include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. The successful firm will respond to requests for estimated non-emergency work within three (3) days and provide written estimates within four (4) days of the original request. **It will be the successful firm's responsibility to ensure they have all the information to prepare accurate estimates.**
- B. Work will only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization, actual work will not exceed the agreed estimate.
- C. Unreasonable estimates will be deemed cause to terminate this contract.

3.5 **REPORTING**

The successful firm will provide the City with a Work Order Report for each repair at each location. The Work Order Report will show the following:

- 1. Type of repair (routine, urgent, emergency or after hours);
- 2. Nature of the problem;
- 3. Parts required and cost;
- 4. Labor, # of hours, hourly rate; and
- 5. Summary of the work done.

3.6 **WARRANTY**

- A. All service and repairs shall be warranted as free from defects in workmanship for one (1) year following completion of maintenance work. For this purpose, the date of the service is the first day of the one (1) year period and all claims shall be made within the one (1) year period.
- B. The remedy for defects in workmanship is limited to repair of the goods upon return by the Firm, at the Contractor's expense, travel and labor included.

3.7 **CORRECTION OF WORK**

The successful firm will promptly correct all work rejected by the City as faulty, defective, or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful firm will bear all costs of correcting such rejected work.

3.8 **INVOICES**

Invoices will contain details of inspection, repair services performed and the number of labor hours for each worker and materials. Invoices will be received by the City no later than five (5) working days after delivery of the work performed.

3.9 **RENEWAL**

- A. The City reserves the right to extend this Contract for an additional two (1) one-year terms, on a yearly basis, from the date of award, if performance is satisfactory and if such extension is agreeable to the Firm. Such extension shall be in writing and executed at least thirty (30) days prior to the expiration of the current contract. Rates are NOT subject to change without notice. No price adjustments shall be made without the prior written approval of the City of Salisbury Assistant Director of Internal Services-Procurement Division. The Firm has the option of declining this renewal.
- B. Price decreases are allowed at any time.
- C. This agreement is not assignable by the Firm without the express written permission of the City of Salisbury.
- D. The agreement may be cancelled at any time with a thirty (30) day written notice. The City shall pay for work performed.

3.10 **FIRM'S LABOR AND PARTS RATES**

- A. Firm shall complete the Form of Proposal stating current labor rates, travel charges, and any other fees levied to provide a preventive maintenance or service call. Firm shall also enter a cost plus percentage for parts.
- B. Replacement parts furnished will be of the same manufacturer, an approved equal product or remanufactured product, with City approval.

3.11 **SAFETY**

All contractors and subcontractors performing services for the City are required and will comply with all occupational Safety and health Administration ("OSHA"), State and City Safety and Occupational health Standards and any other applicable rules and regulations. Also, all contractor and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.12 **WORKMANSHIP AND INSPECTION**

All work under the resulting contract will be performed in a skillful and workmanlike manner. The City may, in writing, require the successful firm to remove any employee from work that is not working to the satisfaction of the City. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the successful firm from any responsibility regarding defects or other failures to meet the contract requirements.

3.13 **REFERENCES**

Proposer shall include a minimum of three references for work similar in nature to requirements described in this proposal completed within the last 36 months.

END OF SECTION

SECTION IV: EXPERIENCE AND STAFFING

4.1 **FIRM'S QUALIFICATIONS**

- A. The intent of the Firm's qualifications requirements is to insure the City is contracting with a qualified company or persons with the capability and experience to inspect and perform maintenance on the elevated water storage tanks.
- B. Proposer certifies that it has a minimum of five (5) years experience in installation and maintenance of elevated potable water storage tanks. The successful firm will have sufficient resources to be able to respond to more than one job at a time.
- C. Proposer is to provide, with the proposal, the names and addresses of five (5) firms which it has provided these types of services in the past or with which it is under currently under contract for such services.
- D. Proposer to provide resume(s) of all technical staff who will be assigned to the City's contract.

SECTION V: EVALUATION AND SELECTION PROCESS

5.1 **EVALUATION**

- A. Proposals shall be evaluated using the following criteria:

Weighting Factor	Criterion
30%	Experience working with municipal governments and municipal projects with emphasis on similar projects with the City of Salisbury and Wicomico County or similar type municipalities..
25%	Proposer's ability to provide all necessary inspection and maintenance support.
25%	Performance on all projects within the last three years.
20%	Total evaluated cost.

- B. Each proposer shall be rated for each criterion on a scale of zero to four as described below.

Unacceptable	-- 0
Poor	-- 1
Fair	-- 2
Good	-- 3
Superior	-- 4

A bidder's final grade shall be the sum of each criterion's rating multiplied by the weighting factor listed above.

END OF SECTION

FORM OF PROPOSAL
CONTRACT NO. RFP 12-10
WATER TANK MAINTENANCE AAND INSPECTION SERVICES

To Whom it may concern:

We hereby submit our proposal for "WATER TANK INSPECTION SERVICES" as indicated in the contract documents.

Having carefully examined the bid documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Items 102 & 103* Quantities are estimates used for bid comparison only. Actual amounts may be more or less.

ITEM #	DESCRIPTION	Unit	QTY	Cost	Total Cost
101A	Internal Clean and Inspect College	LS	1		
101B	Internal Clean and Inspect Edgemore	LS	1		
101C	External Clean and Inspect College	LS	1		
101D	External Clean and Inspect Edgemore	LS	1		
102	Tank Paint Minor Touch up	Sq Foot	1000		
Total All Items 101A thru 102					
ADD ALTERNATES					
201A	Internal Clean and Inspect Wor-Wic	LS	1		
201B	External Clean and Inspect Wor-Wic	LS	1		
Total Items 201A-201B					
104	Parts and material	_____ % cost plus			

Any other Fees/Costs:

Describe, if any: _____ \$ _____
_____ \$ _____
_____ \$ _____

Total Items 101A thru 102 Written

Total Items 201A-201B Written

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 12-10
WATER TANK MAINTENANCE INSPECTION AND REPAIR SERVICES
REFERENCES

References: list three (3) references for work successfully completed in the last 36 months. Include contact name, address, telephone number and services performed.

1	Project Name:
	Location:
	Scope of Work:
	Reference: (Include name, address and phone number)
2	Project Name:
	Location:
	Scope of Work:
	Reference: (Include name, address and phone number)
3	Project Name:
	Location:
	Scope of Work:
	Reference: (Include name, address and phone number)

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 12-10
WATER TANK MAINTENANCE INSPECTION AND REPAIR SERVICES

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed proposal covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING
ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 12-10
WATER TANK MAINTENANCE INSPECTION AND REPAIR SERVICES
INDIVIDUAL PRINCIPAL

Firm Name: _____

Signed By: _____ In the presence of: _____

Address of Firm: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

FORM OF PROPOSAL
CONTRACT NO. 12-10
WATER TANK MAINTENANCE INSPECTION AND REPAIR SERVICES

CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and the duly authorized representative of
the firm of _____ (name of corporation)
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the
firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the
best of my knowledge and of its officers, directors or partners, or any of its employees
directly involved in obtaining contracts with the State or any county, bi-county or multi-
county agency, or subdivision of the State have been convicted of, or have pleaded nolo-
contendere to a charge of, or have during the course of an official investigation or other
proceeding admitted in writing or under oath acts or omissions which constitute bribery,
attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
Annotated Code of Maryland or under the laws of any state or federal government
(conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in
paragraph 2 above, with the date, court, official or administrative body, the individuals
involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City of Salisbury, I
acknowledge that, if the representations set forth in this affidavit are not true and correct,
the City of Salisbury may terminate any contract awarded and take any other appropriate
action. I further acknowledge that I am executing this affidavit in compliance with
section 16D of Article 78A of the Annotated Code of Maryland, which provides that
certain persons who have been convicted of or have admitted to bribery, attempted
bribery or conspiracy to bribe may be disqualified, either by operation of law or after a
hearing, from entering into contracts with the State or any of its agencies or
subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this
affidavit are true and correct.

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 12-10
WATER TANK MAINTENANCE INSPECTION AND REPAIR SERVICES
NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Name, Printed

Title